**IN THE HIGH COURT OF JUSTICE** **CLAIM NO. PT-2025-001017**

**CHANCERY DIVISION**

**PROPERTY, TRUST AND PROBATE LIST**

**BETWEEN:**

**RWE Generation UK PLC**

**Claimant**

**and**

**(1) PERSONS UNKNOWN WHO WITHOUT THE CLAIMANT'S PERMISSION ENTER OR REMAIN UPON THE PREMISES DESCRIBED IN THE CLAIM FORM, OR WHO DAMAGE OR DEFACE ANY OF THOSE PREMISES OR ANY PART OF THEM, FOR THE PURPOSES OF PROTEST WHETHER IN SUPPORT OF ANY GREENPEACE CAMPAIGN OR OTHERWISE**

**(2) Greenpeace UK Limited**

**Defendants**

# HEARING BUNDLE

**3 OCTOBER 2025**

## INDEX


| Tab: | Description | Page no. |
|---|---|---|
| **Draft Order** | | |
| 1 | Draft Order | 6 - 11 |
| 2 | Schedule 1 - Undertakings | 12 |
| 3 | Schedule 2 - Plans | 13 - 19 |
| 4 | Schedule 3 - Warning Notice | 20 |
| **Sealed Application Notice** | | |
| 5 | N244 Sealed Application Notice - 1 October 2025 | 21 - 25 |
| **Sealed Claim Form** | | |
| 6.1. | Sealed Part 8 Claim Form - 1 October 2025 | 26 - 28 |
| 6.2. | Schedule to the Claim Form | 29 |

| | | |
|---|---|---|
| 6.3. | Amended Schedule to the Claim Form | 30 |
| **Particulars of Claim** | | |
| 7.1. | Particulars of Claim - 1 October 2025 | 31 - 41 |
| 7.2. | Annexure 1 - Plans 1-6 | 42 - 48 |
| 7.3. | Annexure 2 - Plan 1A, 2A, 4A, 5A, and 6A | 49 - 54 |
| **Witness Statement of William Henry Jeffery** | | |
| 8 | First Witness Statement of William Henry Jeffery - 1 October 2025 | 55 - 81 |
| 9 | Exhibit WHJ1 - front sheet | 82 - 85 |
| 10 | 1. [1-48] - Photographs of Trespassers | 86 - 133 |
| 11 | 2. [49-51] - News publication from Nottinghamshire Police's website confirming trespassers released on conditional bail | 134 - 136 |
| 12 | 3. [52-57] - Excerpt from Greenpeace International's website about its values | 137 - 142 |
| 13 | 4. [58] - Archived article from Greenpeace's website about protest at Kingsnorth Power Station | 143 |
| 14 | 5. [59-60] - Guardian Newspaper article about Greenpeace protesters gaining entry to part of Kingsnorth Power Station using boats | 144 - 145 |
| 15 | 6. [61-63] - Guardian Newspaper article about Greenpeace protesters boarding coal ship bound for Kingsnorth Power Station | 146 - 148 |
| 16 | 7. [64-72] - BBC News Article about Greenpeace protest at Forth Road Bridge | 149 - 157 |
| 17 | 8. [73-112] - Greenpeace and Stonehaven Report | 158 - 197 |
| 18 | 9. [113-116] - Chain of email correspondence – 22 September 2025 – 25 September 2025 | 198 - 201 |
| 19 | 10. [117] - Communication from Mel Evans to RWE workers - 22 September 2025 | 202 |
| 20 | 11. [118-123] - Social media posts | 203 - 208 |
| 21 | 12. [124-129] - Greenpeace press release | 209 - 214 |
| 22 | 13. [130-136] - Greenpeace website statement Greenpeace power station protest what you need to know | 215 - 221 |
| 23 | 14. [137-152] - Greenpeace website statement Become a trained Greenpeace activist | 222 - 237 |
| 24 | 15. [153-156] - Advertisement listing for Greenpeace's in person event Northwest Regional Gathering Gas Campaign Launch! | 238 - 241 |
| 25 | 16. [157-160] - Advertisement listing for Launch Call The Great Gas Rip Off! | 242 - 245 |
| 26 | 17. [161-163] - Reclaim the Power website article about the blockading of the Aberthaw Power Station | 246 - 248 |

| | | |
|---|---|---|
| 27 | 18. [164-165] - Rising Tide website article about the protest at the Aberthaw Power Station | 249 - 250 |
| 28 | 19. [166-172] - Reclaim the Power website article about the occupation of the roof of RWE Npower's headquarters | 251 - 257 |
| 29 | 20. [173-177] - Greenpeace Press Release about trespass at RWE's headquarters in Essen, Germany | 258 - 262 |
| 30 | 21. [178-186] - Oxford Mail online article about Extinction Rebellion blocking access road to Didcot B Power Station | 263 - 271 |
| 31 | 22. [187-184] - Copy of Valero Logistics UK Ltd v Persons Unknown [2024] EWHC 134 (KB) | 272 - 309 |
| 32 | 23. [225] - List the Claimant's Large Power Stations with grossgenerated capacity figures for each | 310 |
| 33 | 24. [226-227] - Details of NESO reserves as at 7am on 22 September 2025 | 311 - 312 |
| 34 | 25. [228-264] - National Grid Report about incident on 27 May 2008 | 313 - 349 |
| 35 | 26. [265-301] - Ofgem Report about incident on 9 August 2019 | 350 - 386 |
| 36 | 27. [302-307] - Plans 1B - 6B | 387 - 392 |
| 37 | 28. [308-377] - RWE Accounts 31 December 2024 | 393 - 462 |
| **First Witness Statement of Rachel Jane Smith** | | |
| 38 | First Witness Statement of Rachel Smith - 1 October 2025 | 463 - 477 |
| 39 | Exhibit RJS1 front sheet | 478 - 481 |
| 40 | 1. Official copy of register of title - NT349128 | 482 - 484 |
| 41 | 2. Historic official copy of title plan - NT349128 | 485 |
| 42 | 3. Plan 1A | 486 |
| 43 | 4. Plan 1 | 487 |
| 44 | 5. Extract from Companies House - RWE Generation UK PLC | 488 - 489 |
| 45 | 6. HM Land Registry Application Enquiry - Title Number NT349128 | 490 |
| 46 | 7. Official copy of register of title - NT372031 | 491 - 493 |
| 47 | 8. Official copy of title plan - NT372031 | 494 - 495 |
| 48 | 9. Official copy of register of title - NT409895 | 496 - 498 |
| 49 | 10. Official copy of title plan - NT409895 | 499 - 500 |
| 50 | 11. Official copy of register of title - NT421944 | 501 - 503 |
| 51 | 12. Historic official copy of title plan - NT421944 | 504 |
| 52 | 13. Official copy of register of title – ON322203 | 505 - 508 |

| | | |
|---|---|---|
| 53 | 14. Official copy of title plan – ON322203 | 509 - 510 |
| 54 | 15. Official copy of register of title – BK69895 | 511 - 513 |
| 55 | 16. Historic official copy of title plan - BK69895 | 514 - 515 |
| 56 | 17. Historic official copy of register of title – ON157852 | 516 - 526 |
| 57 | 18. Historic official copy of title plan – ON157852 | 527 |
| 58 | 19. Plan 2A | 528 |
| 59 | 20. Plan 2 | 529 |
| 60 | 21. HM Land Registry Application Enquiry – Title Number ON157852 | 530 |
| 61 | 22. Official copy of register of title – ON191378 | 531 - 533 |
| 62 | 23. Official copy of title plan – ON191378 | 534 - 535 |
| 63 | 24. Official copy of register of title – ON297164 | 536 - 538 |
| 64 | 25. Official copy of title plan – ON297164 | 539 - 540 |
| 65 | 26. Official copy of register of title – ON194931 | 541 - 543 |
| 66 | 27. Official copy of title plan – ON194931 | 544 - 545 |
| 67 | 28. Official copy of register of title – CYM399739 | 546 - 550 |
| 68 | 29. Official copy of register of title – WA962157 | 551 - 556 |
| 69 | 30. Official copy of register of title – CYM768801 | 557 - 559 |
| 70 | 31. Official copy of title plan – CYM768801 | 560 - 561 |
| 71 | 32. Official copy of register of title – CYM12566 | 562 - 564 |
| 72 | 33. Historic official copy of title plan – WA962157 | 565 - 573 |
| 73 | 34. Historic official copy of title plan - CYM399739 | 574 - 580 |
| 74 | 35. MapSearch extract – CYM12566 | 581 - 582 |
| 75 | 36. Plan 3A | 583 |
| 76 | 37. Plan 3 | 584 |
| 77 | 38. HM Land Registry Application Enquiry – Title Number WA962157 | 585 |
| 78 | 39. Official copy of register of title – BD214443 | 586 - 590 |
| 79 | 40. Historic official copy of title plan – BD214443 | 591 |
| 80 | 41. Plan 4A | 592 |
| 81 | 42. Plan 4 | 593 |

| | | |
|---|---|---|
| 82 | 43. HM Land Registry Application Enquiry – Title Number BD214443 | 594 |
| 83 | 44. Official copy of register of title – BD168495 | 595 - 596 |
| 84 | 45. Official copy of title plan – BD168495 | 597 - 598 |
| 85 | 46. Official copy of register of title – NK166277 | 599 - 602 |
| 86 | 47. Historic official copy of title plan – NK166277 | 603 |
| 87 | 48. Plan 5A | 604 |
| 88 | 49. Plan 5 | 605 |
| 89 | 50. Official copy of register of title – NK363229 | 606 - 608 |
| 90 | 51. Official copy of title plan – NK363229 | 609 - 610 |
| 91 | 52. Official copy of register of title – NK363233 | 611 - 613 |
| 92 | 53. Official copy of title plan – NK363233 | 614 - 615 |
| 93 | 54. Official copy of register of title – NK108157 | 616 |
| 94 | 55. Official copy of title plan – NK108157 | 617 - 618 |
| 95 | 56. Official copy of register of title – NK271060 | 619 - 625 |
| 96 | 57. Historic official copy of title plan – NK271060 | 626 |
| 97 | 58. Plan 6A | 627 |
| 98 | 59. Plan 6 | 628 |
| 99 | 60. Official copy of register of title – NK218673 | 629 - 630 |
| 100 | 61. Official copy of title plan – NK218673 | 631 - 632 |
| 101 | 62. Official copy of register of title – NK179596 | 633 - 634 |
| 102 | 63. Official copy of title plan – NK179596 | 635 - 636 |

**IN THE HIGH COURT OF JUSTICE** **Claim No: PT-2025-**

**CHANCERY DIVISION**

**PROPERTY, TRUST AND PROBATE LIST**

**BETWEEN:**

**RWE GENERATION UK PLC**

**(Company registration number 3892782)**

**Claimant**

**and**

**(1) PERSONS UNKNOWN WHO WITHOUT THE CLAIMANT'S PERMISSION ENTER OR REMAIN UPON THE PREMISES DESCRIBED IN THE CLAIM FORM, OR WHO DAMAGE OR DEFACE ANY OF THOSE PREMISES OR ANY PART OF THEM, FOR THE PURPOSES OF PROTEST WHETHER IN SUPPORT OF ANY GREENPEACE CAMPAIGN OR OTHERWISE.**

**(2) GREENPEACE UK LIMITED**
**(Company registration number 02463348)**

**Defendants**

---

**[DRAFT] ORDER**

---

**PENAL NOTICE**

**IF YOU THE WITHIN DEFENDANTS OR PERSONS UNKNOWN OR ANY OF YOU DISOBEY THIS ORDER OR INSTRUCT OR ENCOURAGE OTHERS TO BREACH THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED.**

**ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS THE DEFENDANTS OR PERSONS UNKNOWN TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE THEIR ASSETS SEIZED.**

**IMPORTANT NOTICE TO THE DEFENDANTS AND PERSONS UNKNOWN**

**This Order prohibits you from doing the acts set out in this Order. You should read it carefully. You are advised to consult a solicitor as soon as possible. You have the right to ask the Court to vary or discharge this Order.**

**BEFORE** the Honourable Mr/Mrs Justice [ ] on [ ]

**UPON** the Claimants having issued this Claim by a Claim Form dated

**AND UPON** hearing the Claimant's application for an ex parte interim injunction by Application Notice dated

**AND UPON READING** the Witness Statements of Rachel Jane Smith dated 1 October 2025 and William Henry Jeffery dated 1 October 2025

**AND UPON HEARING Timothy Morshead KC** for the Claimant

**AND UPON** the Claimant giving and the Court accepting the undertakings set out in Schedule 1 to this Order

**IT IS ORDERED THAT:**

**INJUNCTION**

**Until the return date or further order of the court:**

1. The Defendants must not enter, occupy or remain on, or damage or deface any part (including the perimeter fence), of the land and premises shown edged red on Plans 1 to 6 to this Order, being:

    (i) Staythorpe Power Station, Staythorpe, Newark, NG23 5RQ, as shown edged red on Plan 1;

(ii) Didcot Power Station, Didcot, Oxfordshire, OX11 7YU, as shown edged red on Plan 2;

(iii) Pembroke Power Station, Pembroke, West Pennar, Dyfed, SA71 5SS, as shown edged red on Plan 3;

(iv) Little Barford Power Station, Little Barford, St Neots, Huntingdon, Cambridgeshire, PE19 6YT, as shown edged red on Plan 4;

(v) Great Yarmouth Power Station, , South Denes Road, Great Yarmouth, NR30 3PY, as shown edged red on Plan 5.

(vi) Kings Lynn Power Station, Kings Lynn, PE34 3RD, as shown edged red on Plan 6.

2. In respect of anything prohibited by paragraph 1 above, the Defendants must not (a) do it himself/herself/themselves in any other way or (b) do it by means of another person acting on his/her/their behalf, or acting on his/her/their instructions.

**THE RETURN DATE**

3. The application for an interim injunction having been made without notice to the Defendants, the application be listed for a return date of [ ] with a time estimate of [2] hours.

4. The Defendants may file and serve any evidence in response by [ ]. Skeleton Arguments shall be filed at Court, with a bundle of authorities, not less than 2 days before the hearing.

**SERVICE AND NOTIFICATION**

5. Service of the Claim Form, the Application for interim injunction and this Order on the First Defendant is dispensed with, pursuant to CPR 6.16, 6.28 and 81.4(2)(c).

6. The Claim Form, Application Notice, evidence in support and a Note of the Hearing on 2025 will be notified to the First Defendants by the Claimant carrying out each of the following steps:

(i) Uploading a copy on to the following website: https://uk.rwe.com/injunction

(ii) Affixing notices at prominent locations at each of the Sites shown edged red on Plans 1 to 6 setting out where these documents can be found and obtained in hard copy or including this information in the warning notices referred to at paragraph 7 below.

7. This Order shall be notified to the First Defendants by the Claimant carrying out each of the following steps:

(i) Uploading a copy of the Order on to the following website: https://uk.rwe.com/injunction

(ii) Affixing a copy of the Order in A4 size in a clear plastic envelope at prominent locations at each of the Sites shown edged red on Plans 1 to 6.

(iii) Affixing warning notices of A2 size at those locations at each of the sites shown edged red on Plans 1 to 6, substantially in the form of the notice at Schedule 3.

8. Notification to the First Defendants of any further applications shall be effected by the Claimants carrying out each of the following steps:

(i) Uploading a copy of the application on to the following website: https://uk.rwe.com/injunction

(ii) Affixing notices at or near the aforesaid prominent locations at the relevant Site/s shown edged red on Plans 1-6, stating that the application has been made and where it can be accessed in hard copy and online.

9. For the avoidance of doubt, in relation to notification to the First Defendant of the return date ordered at paragraph 3 above, the steps indicated in paragraph 7 above are sufficient without further steps pursuant to paragraph 8 above — regardless of whether any listing or other application must be made in order to give practical effect to bringing the hearing on pursuant to paragraph 3 above.

10. Notification of any further documents to the First Defendants may be effected by carrying out the steps set out in paragraphs 6(i) and 6(ii) only.

11. In respect of paragraphs 6 to 10 above, effective notification will be deemed to have taken place on the date on which all the relevant steps have been carried out.

12. For the avoidance of doubt, in respect of the steps referred to at paragraphs 6(ii), 7(ii), 7(iii), and 8(ii), effective notification will be deemed to have taken place when the documents have all been first affixed regardless of whether they are subsequently removed or defaced without the Claimant's consent — but the Claimant shall use reasonable endeavours to maintain and as the case may be replace the documents in their fixed positions and in legible form.

13. In relation to the Second Defendant: pursuant to CPR rules 6.15 and 6.27, the Claimant has permission to serve the Second Defendant with the Claim Form, Application for interim relief, evidence in support of the Claim and Application, this Order and any further applications or documents in the Claim by email to :

(i) getactive.uk@greenpeace.org

(ii) press.uk@greenpeace.org; and

(iii) info.uk@greenpeace.org

14. The deemed date of service of any documents referred to in paragraph 13 above shall be the day on which service of the document or documents is completed in accordance with paragraph 13 above.

15. Any acknowledgment of service by the Second Defendant is to be filed [and served] days after the deemed date of service and any written evidence in defence filed [and served] by the same date.

**VARIATION**

16. Anyone interested may apply to the Court at any time to vary or discharge this Order or so much of it as affects that person but they must first give the Claimants 72 hours' notice of such application. If any evidence is to be relied upon in support of the application the substance of it must be communicated in writing to the Claimants at least 48 hours in advance of any hearing.

17. Any person applying to vary or discharge this Order must provide their full name, address and address for service.

18. The Claimants have liberty to apply to vary this Order.

**COSTS**

19. Costs reserved.

**COMMUNICATIONS WITH THE CLAIMANTS**

20. The Claimant's solicitors and their contact details are:

(i) Carl Roche of Osborne Clarke LLP, email: carl.roche@osborneclarke.com

(ii) Donal Kelly of Osborne Clarke LLP, email: donal.kelly@osborneclarke.com

Osborne Clarke LLP, One London Wall, London, EC2Y 5EB

**COMMUNICATIONS WITH THE COURT**

Chancery Division, The Rolls Building, 7 Rolls Buildings, Fetter Lane, London EC4A 1NL by the Court's e-filing service at https://efile.cefile-app.com

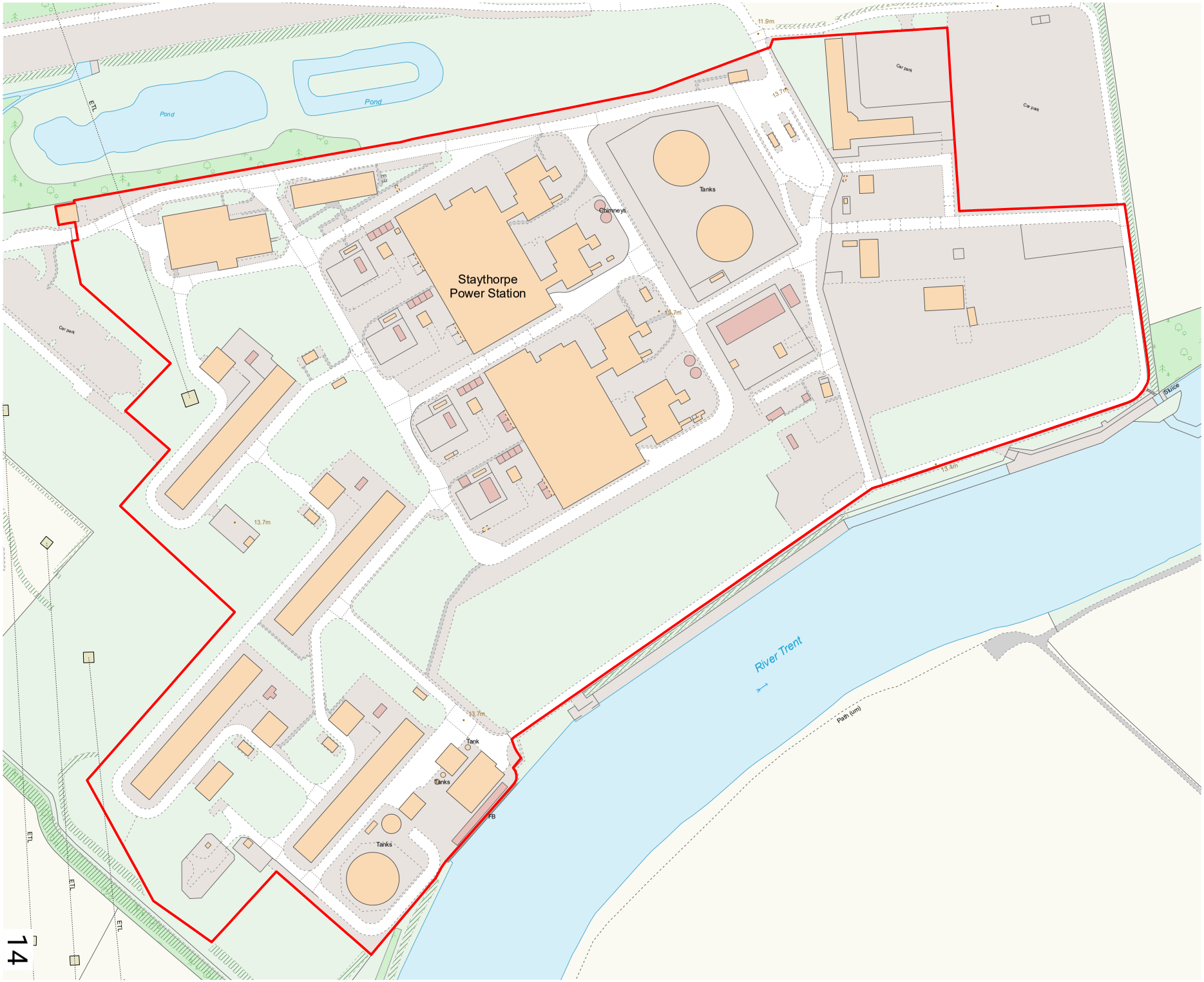
**Dated:** **2025**

**SCHEDULE 1 – UNDERTAKINGS**

1. The Claimant will take steps to notify the First Defendants of and serve the Second Defendant with the Claim Form, Application Notice, evidence in support, the Order and a Note of the Hearing on 2025 as soon as practicable and no later than 5pm on 2025.

2. The Claimant will comply with any order for compensation which the Court might make in the event that the Court later finds that the injunction in paragraphs 1 or 2 of this Order has caused loss to a future Defendant and the Court finds that the future Defendant ought to be compensated for that loss.

## SCHEDULE 2 – PLANS




N

0 10 20 30 40 50 Meters

**Key:**

Extent of injunction area (2416m)

| MJA | WM | 30/09/25 | WM | B |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:2,250 |

Site

STAYTHORPE POWER STATION

Title

PLAN 1

SITE SECURITY

EXTENT OF INJUNCTION AREA PLAN

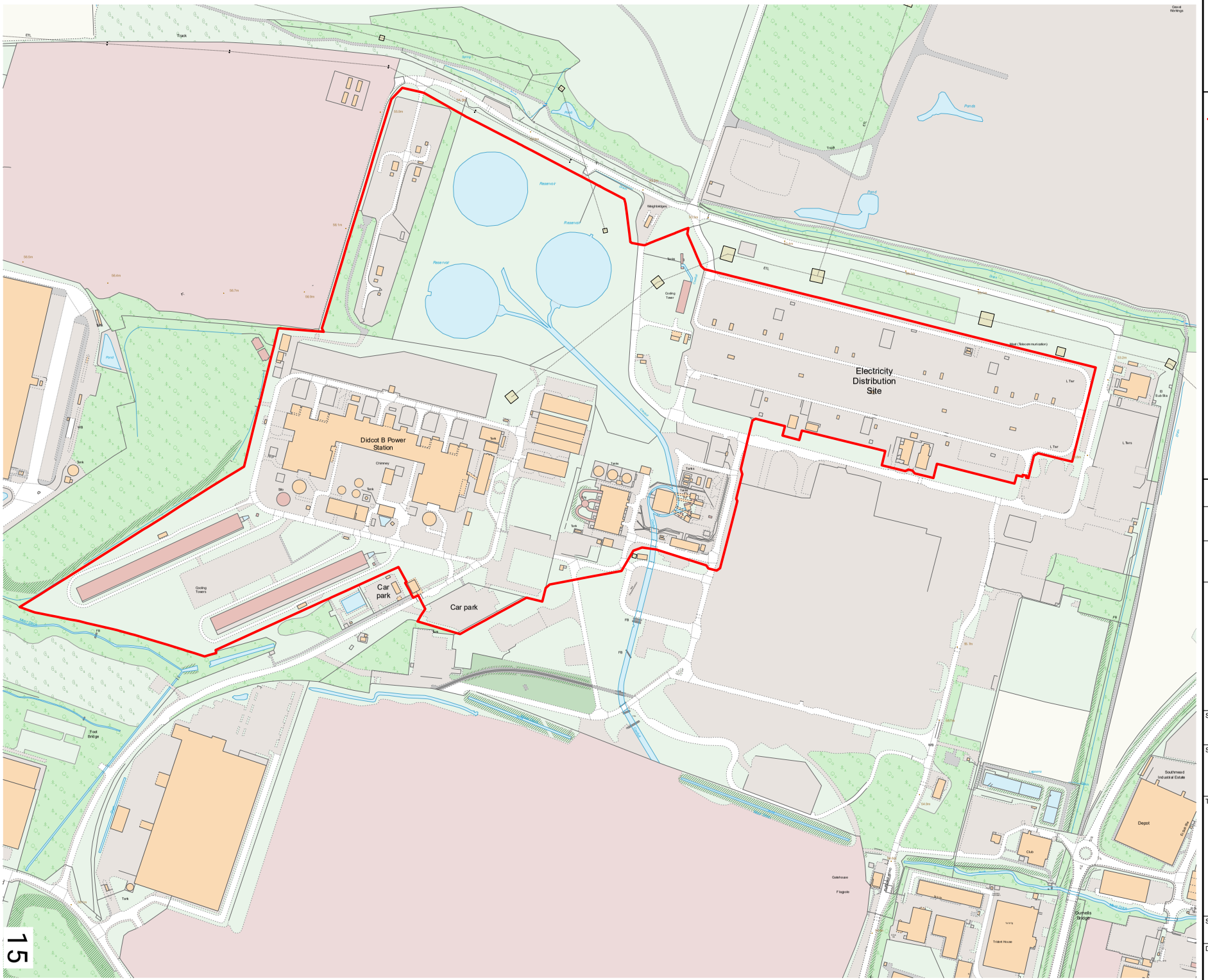
Status

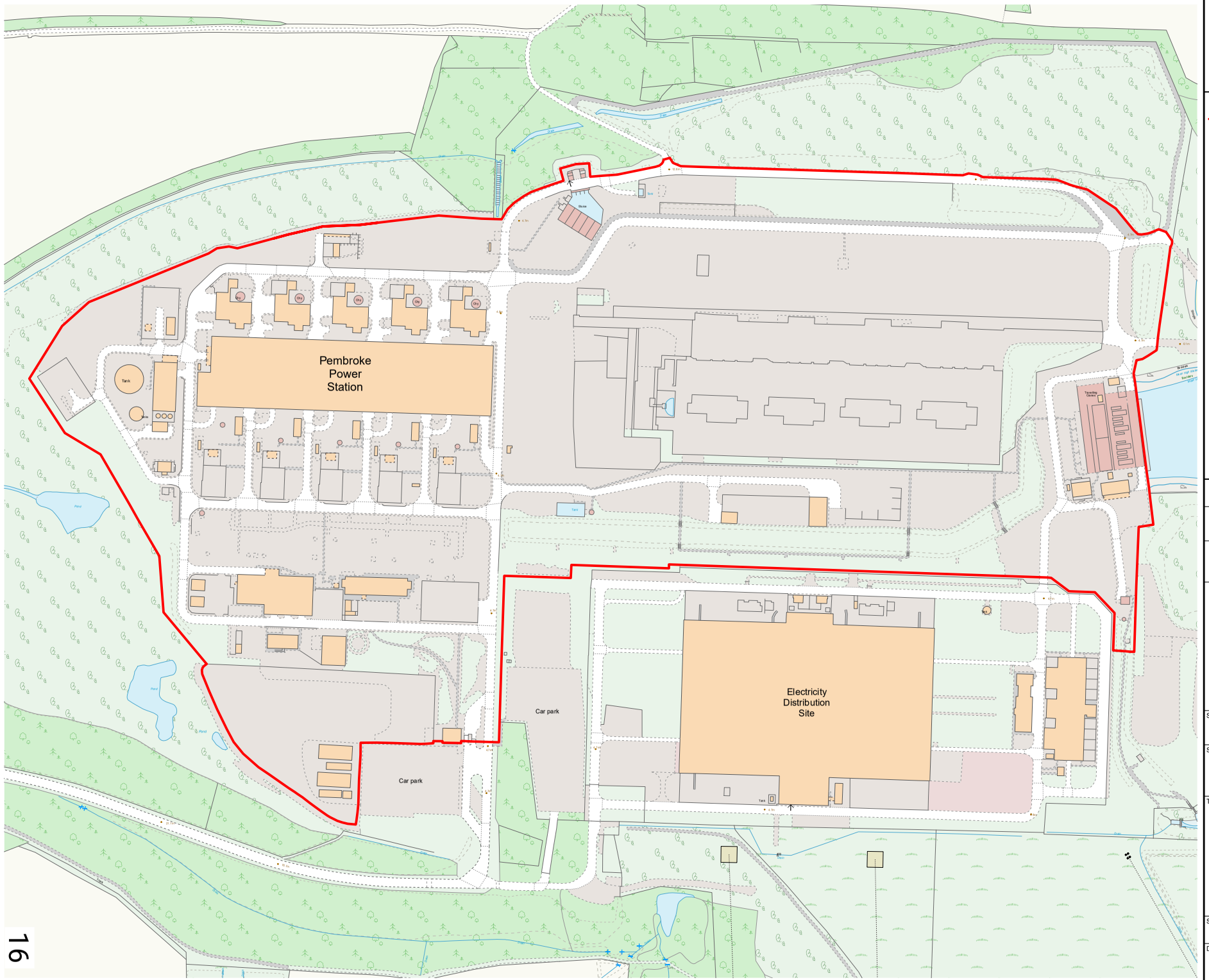
FINAL

Drawing Number

RWE/STYTH/PMS/0005/B

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.


Didcot B Power Station
Chimney
Cooling Towers
Car park
Car park
Electricity Distribution Site
Mast (Telecommunication)
Reservoir
Reservoir
Reservoir
Pond
Pond
Ponds
Track
Weighbridges
Cooling Tower
Tanks
Tank
Sluice
Culvert
Foot Bridge
Gatehouse
Flagpole
Lagoons
Southmead Industrial Estate
Depot
Club
Trident House
Dunhells Bridge
Gravel Workings
Sidings
Transformer
Substation
Pylon
L Twr
L Twrs
Gas Gov
Sub Sta
Pumping Station
Sluice
Weir
Culvert
Ditch
Drain
Stream
Mere Brook
Boreham Ditch
Moor Ditch
Ford
Footbridge
Track
ETL
Fence
Wall
Hedge
Trees
Scrub
Grass
Hard Standing
Building
Tank
Silo
Chimney
Cooling Tower
Flagpole
Gatehouse
Pylon
Transformer
Substation




N

0 20 40 60 80 100 Meters

**Key:**

Extent of injunction area (3059m)

| MJA | WM | 30/09/25 | WM | B |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:3,000 |

Site

PEMBROKE POWER STATION

Title

PLAN 3

SITE SECURITY

EXTENT OF INJUNCTION AREA PLAN

Status

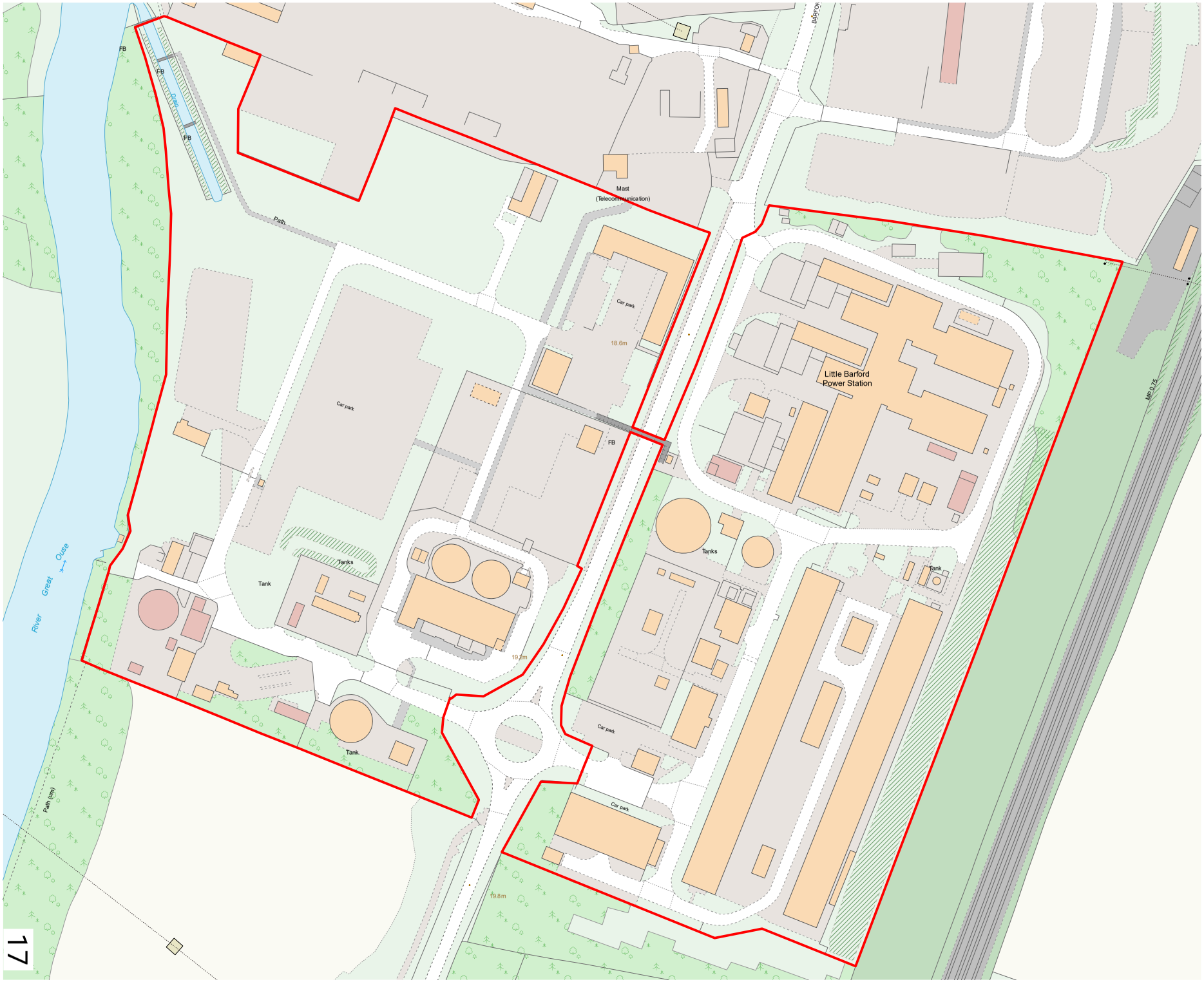
FINAL

Drawing Number

RWE/PMBRK/PMS/0031/B

16

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.




N

0 10 20 30 40 50 Meters

**Key:**

Extent of injunction area (2485m)

| MJA | WM | 30/09/25 | WM | B |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:1,750 |

Site

LITTLE BARFORD POWER STATION

Title

PLAN 4

SITE SECURITY

EXTENT OF INJUNCTION AREA PLAN

Status

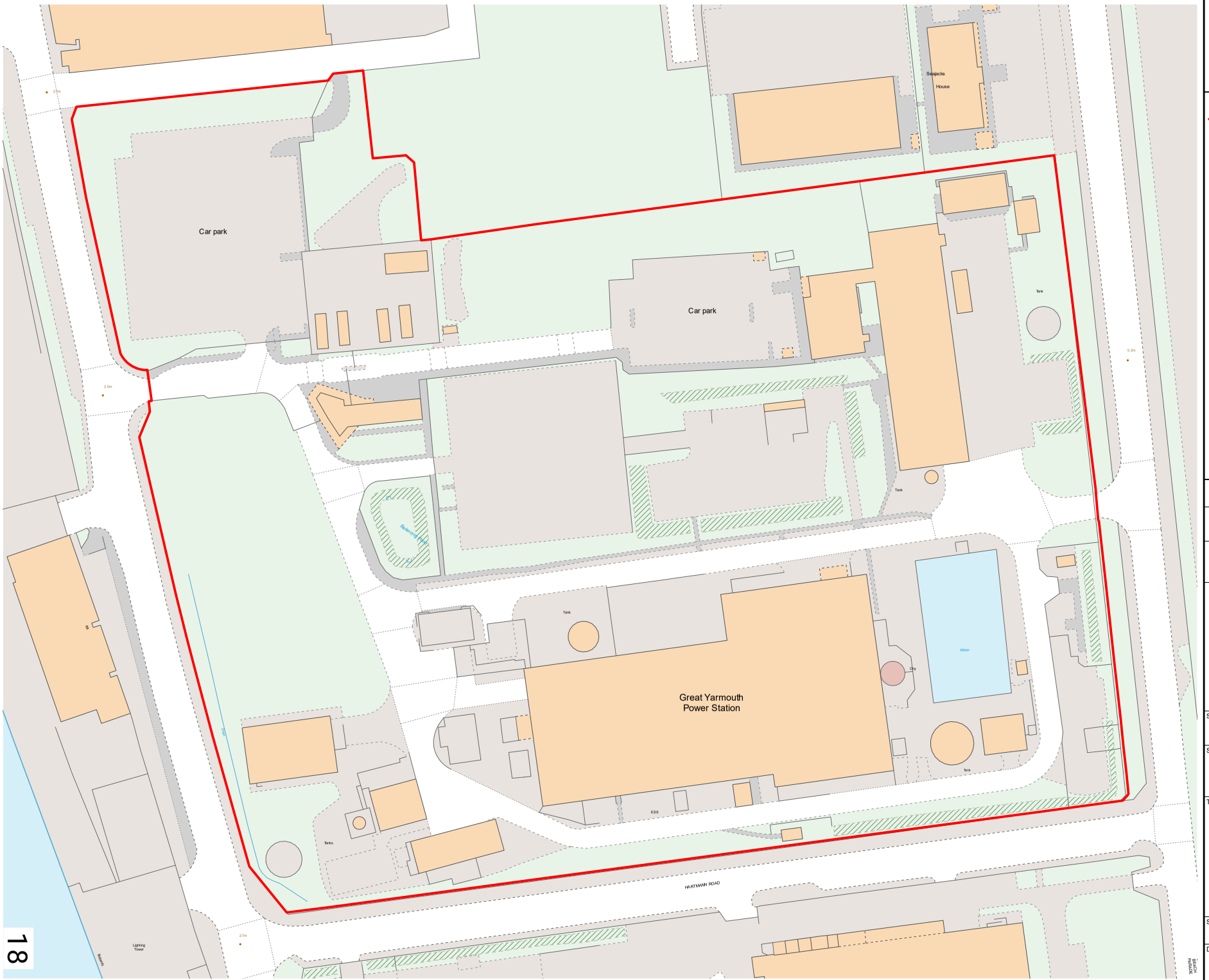
FINAL

Drawing Number

RWE/LTLBR/PMS/0003/B

17

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.




N

0 5 10 15 20 25
Meters

**Key:**

Extent of injunction area (1020m)

| MJA | WM | 30/09/25 | WM | B |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:1,000 |

Site

GREAT YARMOUTH POWER STATION

Title

PLAN 5

SITE SECURITY

EXTENT OF INJUNCTION AREA PLAN

Status

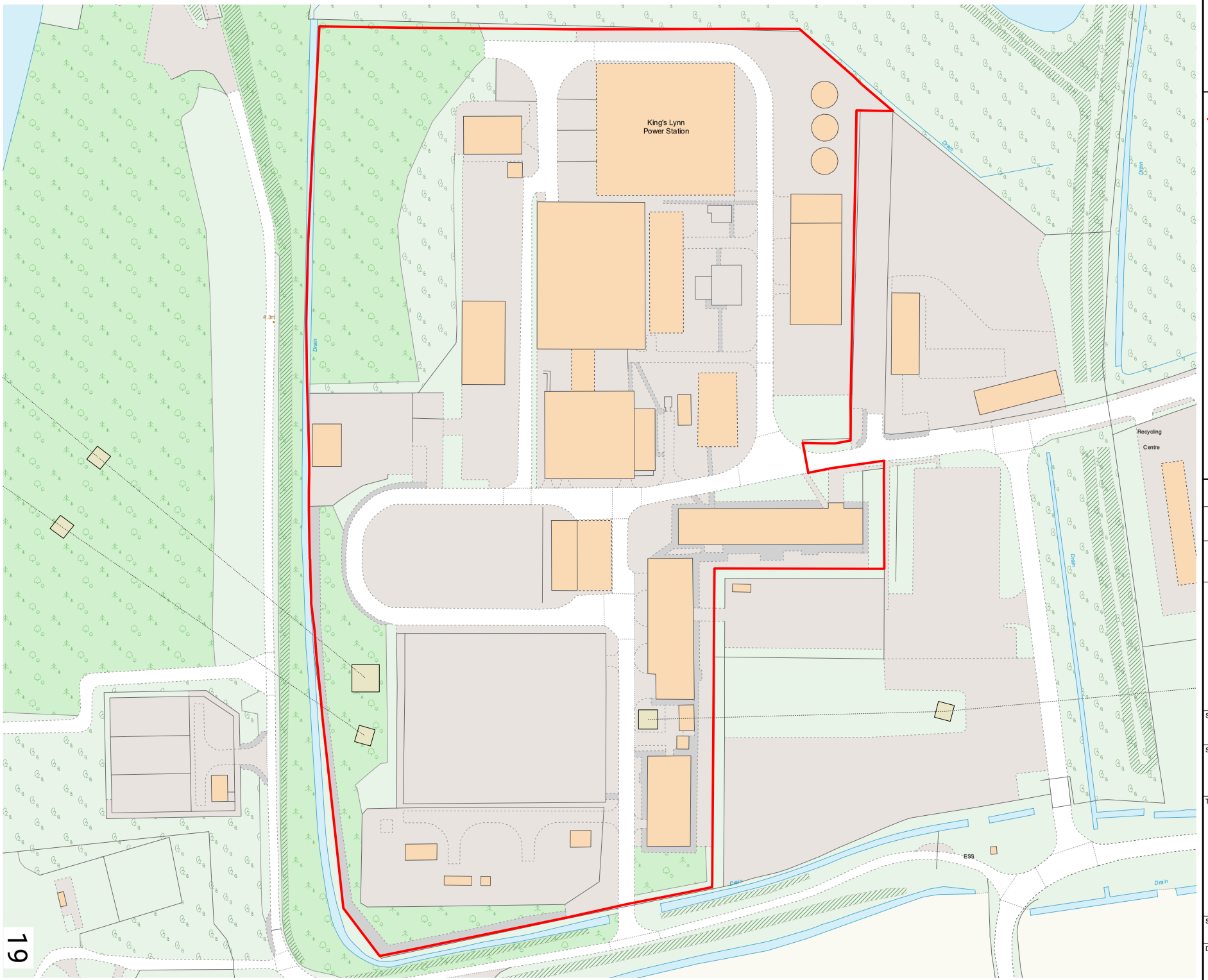
FINAL

Drawing Number

RWE/GTYRM/PMS/0004/B

18

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.




N

0 10 20 30 40 50 Meters

**Key:**

Extent of injunction area (1097m)

| MJA | WM | 30/09/25 | WM | B |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:1,250 |

Site

KINGS LYNN
POWER STATION

Title

PLAN 6

SITE SECURITY

EXTENT OF
INJUNCTION AREA
PLAN

Status

FINAL

Drawing Number

RWE/KNGLY/PMS/0003/B

19

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.

**SCHEDULE 3– WARNING NOTICE**

# WARNING NOTICE OF COURT INJUNCTION

**A HIGH COURT INJUNCTION granted by the High Court in Claim No on 2025 exists relating to the land and premises known as**

**The injunction means you may not:**

**FOR THE PURPOSE OF PROTEST ENTER OCCUPY OR REMAIN ON OR DAMAGE OR DEFACE ANY PART (INCLUDING THE PERIMETER FENCE) OF THE LAND AND PREMISES SHOWN EDGED RED ON PLAN BEING**

**[Plan ]**

**ANYONE BREACHING THE TERMS OF THIS COURT ORDER OR ASSISTING ANY OTHER PERSON IN BREACHING THE TERMS OF THIS ORDER MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE SENT TO PRISON, FINED OR HAVE THEIR ASSETS SEIZED**

A copy of the Order and the legal proceedings to which it relates can be viewed at https://uk.rwe.com/injunction or obtained by e-mailing injunctions@osborneclarke.com

A further hearing in relation to the Order will take place at the Rolls Building, 7 Rolls Building, Fetter Lane, London, EC4A 1NL on [ ]

N244

# Application notice

For help in completing this form please read the notes for guidance form N244Notes.

Find out how HM Courts and Tribunals Service uses personal information you give them when you fill in a form: https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter

| **Name of court** High Court of Justice (ChD) | **Claim no.** |
|---|---|
| **Fee account no.** (if applicable) PBA0080949 | **Help with Fees – Ref. no.** (if applicable) HWF – – |
| **Warrant no.** (if applicable) | |
| **Claimant's name** (including ref.) RWE Generation UK PLC | PT-2025-001017 |
| **Defendant's name** (including ref.) See Schedule 1 | |
| **Date** | 1 October 2025 |

HIGH COURT OF JUSTICE
BUSINESS & PROPERTY COURTS OF ENGLAND & WALES
01 Oct 2025

1. What is your name or, if you are a legal representative, the name of your firm?

Osborne Clarke LLP

2. Are you a ☐ Claimant ☐ Defendant ☑ Legal Representative ☐ Other (please specify)

If you are a legal representative whom do you represent? Claimant

3. What order are you asking the court to make and why?

(1) An injunction to restraint the Defendants from entering, occupying or remaining on the land defined in the Particulars of Claim and carrying out such other acts as are specified in the draft order; (2) An order to dispense with service of the Claim Form, Particulars of Claim, Application Notice, evidence in support and the Order on the Second Defendant; (3) An order for service of the Claim Form, Particulars of Claim, Application Notice, evidence in support and the Order on the First Defendant, by an alternative method

4. Have you attached a draft of the order you are applying for? ☑ Yes ☐ No

5. How do you want to have this application dealt with? ☑ at a hearing ☐ without a hearing ☐ at a remote hearing

6. How long do you think the hearing will last? 2 Hours ☐ Minutes

Is this time estimate agreed by all parties? ☐ Yes ☐ No

7. Give details of any fixed trial date or period: N/A

8. What level of Judge does your hearing need? High Court Judge

9. Who should be served with this application? N/A

9a. Please give the service address, (other than details of the claimant or defendant) of any party named in question 9.

The Claimant seeks an order dispensing with service on the First Defendant. Details of how it proposes to notify persons potentially affected, as well as the Second Defendant, are set out in the witness statement of William Henry Jeffery and the draft order


© Crown copyright 2

10. What information will you be relying on, in support of your application?

- [x] the attached witness statement
- [ ] the statement of case
- [ ] the evidence set out in the box below

If necessary, please continue on a separate sheet.

11. Do you believe you, or a witness who will give evidence on your behalf, are vulnerable in any way which the court needs to consider?

Yes. Please explain in what way you or the witness are vulnerable and what steps, support or adjustments you wish the court and the judge to consider.

✓ No

## Statement of Truth

**I understand that proceedings for contempt of court may be brought against a person who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.**

☐ **I believe** that the facts stated in section 10 (and any continuation sheets) are true.

☑ **The applicant believes** that the facts stated in section 10 (and any continuation sheets) are true. **I am authorised** by the applicant to sign this statement.

**Signature**

☐ Applicant

☐ Litigation friend (where applicant is a child or a Protected Party)

☑ Applicant's legal representative (as defined by CPR 2.3(1))

**Date**

| Day | Month | Year |
|---|---|---|
| 0 1 | 1 0 | 2 0 2 5 |

Full name

Donal Patrick Kelly

Name of applicant's legal representative's firm

Osborne Clarke LLP

If signing on behalf of firm or company give position or office held

Legal Director

Applicant's address to which documents should be sent.

Building and street

One London Wall

Second line of address

Barbican

Town or city

London

County (optional)

Postcode

| E | C | 2 | Y | 5 | E | B |
|---|---|---|---|---|---|---|

If applicable

Phone number

0207 105 7330

Fax phone number

DX number

Your Ref.

DKA/10002880

Email

injunctions@osborneclarke.com

# Claim Form (CPR Part 8)

| | |
|---|---|
| **In the** | High Court of Justice<br>Chancery Division |
| **Claim no.** | |
| **Fee Account no.** | PBA/0080949/DKA/10002880 |
| **Help with Fees - Ref no.** (if applicable) | H W F – – |

HIGH COURT OF JUSTICE
BUSINESS & PROPERTY COURTS OF ENGLAND & WALES
01 Oct 2025

PT-2025-001017

Claimant
RWE GENERATION UK PLC
(Company registration number 3892782)

SEAL

Defendant(s)
Please refer to the Schedule to the Claim Form

Does your claim include any issues under the Human Rights Act 1998? ☑ Yes ☐ No

Details of claim (see also overleaf)
The Claimant seeks an injunction to restrain the Defendants from acts of trespass or nuisance on or affecting the Claimant's land, as more particularly described in the Particulars of Claim.

Defendant's name and address

| | £ |
|---|---|
| Court fee | 646 |
| Legal representative's costs | |
| Issue date | |

For further details of the courts www.gov.uk/find-court-tribunal.
When corresponding with the Court, please address forms or letters to the Manager and always quote the claim number.

| Claim no. | |
|---|---|

## Details of claim (continued)

See attached Particulars of Claim

Osborne Clarke LLP
One London Wall
London
EC2Y 5EB

(Ref: DKA/10002880)

injunctions@osborneclarke.com
donal.kelly@osborneclarke.com

Claimant's or claimant's legal representative's address to which documents should be sent if different from overleaf. If you are prepared to accept service by DX, fax or e-mail, please add details.

## Statement of Truth

**I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.**

☐ **I believe** that the facts stated in these particulars of claim are true.

☑ **The Claimant believes** that the facts stated in these particulars of claim are true. **I am authorised** by the claimant to sign this statement.

**Signature**

☐ Claimant

☐ Litigation friend (where claimant is a child or a Protected Party)

☑ Claimant's legal representative (as defined by CPR 2.3(1))

**Date**

| Day | Month | Year |
|---|---|---|
| 0 1 | 1 0 | 2025 |

Full name

DONAL PATRICK KELLY

Name of claimant's legal representative's firm

Osborne Clarke LLP

If signing on behalf of firm or company give position or office held

Legal Director

Find out how HM Courts and Tribunals Service uses personal information you give them when you fill in a form: https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter

## SCHEDULE TO THE CLAIM FORM

**(1) PERSONS UNKNOWN WHO WITHOUT THE CLAIMANT'S PERMISSION ENTER OR REMAIN UPON THE PREMISES DESCRIBED IN THE CLAIM FORM, OR WHO DAMAGE OR DEFACE ANY OF THOSE PREMISES OR ANY PART OF THEM, FOR THE PURPOSES OF PROTEST WHETHER IN SUPPORT OF ANY GREENPEACE CAMPAIGN OR OTHERWISE**

**(2) GREENPEACE UK LIMITED (Company Registration No: 02463348)**

**SCHEDULE TO THE CLAIM FORM**

**(1) PERSONS UNKNOWN WHO WITHOUT THE CLAIMANT'S PERMISSION ENTER OR REMAIN UPON THE PREMISES DESCRIBED IN THE CLAIM FORM, OR WHO DAMAGE OR DEFACE ANY OF THOSE PREMISES OR ANY PART OF THEM, FOR THE PURPOSES OF PROTEST WHETHER IN SUPPORT OF ANY GREENPEACE CAMPAIGN OR OTHERWISE**

**(2) GREENPEACE UK LIMITED (Company Registration No: 02463348) whose registered office is at: Greenpeace House, Canonbury Villas, London, N1 2PN**

**IN THE HIGH COURT OF JUSTICE** **Claim No:**

**CHANCERY DIVISION**

**PROPERTY, TRUST AND PROBATE LIST**

**BETWEEN:**

**RWE GENERATION UK PLC**

**(Company registration number 3892782)**

**Claimant**

**and**

**(1) PERSONS UNKNOWN WHO WITHOUT THE CLAIMANT'S PERMISSION ENTER OR REMAIN UPON THE PREMISES DESCRIBED IN THE CLAIM FORM, OR WHO DAMAGE OR DEFACE ANY OF THOSE PREMISES OR ANY PART OF THEM, FOR THE PURPOSES OF PROTEST WHETHER IN SUPPORT OF ANY GREENPEACE CAMPAIGN OR OTHERWISE.**

**(2) GREENPEACE UK LIMITED**
**(Company registration number 02463348)**

**Defendants**

---

**PARTICULARS OF CLAIM**

---

1. The Claimant is a company registered in England and Wales under company number 3892782. It is part of the RWE group of companies, and provides electricity generation to the GB Electricity System.

2. The Claimant operates ten gas-fuelled power stations within the UK. Its six largest power stations cumulatively provide around 7000MW of operational capacity per day.

3. The Claimant's operation of fossil fuel power stations has previously made it a target for protest.

4. However, there has recently emerged a specific threat of direct action, including a threat of damage and/or disruption to the Claimant's facilities.

5. The Claimant considers that the level of risk is now such that it needs to call on the Court for protection by way of injunctive relief.

**THE LAND TO WHICH THE CLAIM RELATES**

6. The Claimant seeks injunctive relief to protect the six largest of its gas fired power stations (collectively, "the Sites") being:

6.1 Staythorpe Power Station, Staythorpe, Newark, NG23 5RQ, as shown edged red on Plan 1 annexed to these Particulars of Claim ("Staythorpe Power Station");

6.2 Didcot Power Station, Didcot, Oxfordshire, OX11 7YU, as shown edged red on Plan 2 annexed to these Particulars of Claim ("Didcot Power Station");

6.3 Pembroke Power Station, Pembroke, West Pennar, Dyfed, SA71 5SS, as shown edged red on Plan 3 annexed to these Particulars of Claim ("Pembroke Power Station");

6.4 Little Barford Power Station, Little Barford, St Neots, Huntingdon, Cambridgeshire, PE19 6YT, as shown edged red on Plan 4 annexed to these Particulars of Claim ("Little Barford Power Station");

6.5 Great Yarmouth Power Station, South Denes Road, Great Yarmouth, NR30 3PY, as shown edged red on Plan 5 annexed to these Particulars of Claim ("Great Yarmouth Power Station"); and

6.6 Kings Lynn Power Station, Kings Lynn, PE34 3RD, as shown edged red on Plan 6 annexed to these Particulars of Claim ("Kings Lynn Power Station").

7. The Sites perform a critical function. The National Grid depends on the electricity generated by those Site being available in order to maintain the gross capacity of electricity to supply the grid. Disruption to the supply available at one or more of the Sites has the potential, in turn, to cause significant disruption to the grid, including the potential for power cuts.

8. Furthermore, unauthorised entry upon the Sites presents dangers to the health and safety of the trespassers themselves, as well as to the health and safety of those authorised to be present upon the Sites, and others such as members of the emergency services who might be called upon to attend to deal with any unauthorised intrusion or its consequences.

9. Furthermore, disruption to the generation of electricity at the Sites has the potential to cause economic harm to the Claimant.

Staythorpe Power Station

10. Staythorpe Power Station is a gas-fired combined-cycle gas turbine facility ("CCGT") which commenced commercial operations in 2010. It is wholly surrounded by a secure perimeter fence. The area in respect of which injunctive relief is sought, as shown edged red on Plan 1, is demarcated by that perimeter fence.

11. Staythorpe Power Station is situated wholly on land of which the Claimant (under a previous company name) is the registered freehold proprietor. Title to the land on which the Power Station is situated (and which extends beyond the perimeter fence) is registered at HM Land Registry under title number NT349128.

12. There are three areas within the Staythorpe Power Station which are subject to leasehold interests registered to third parties. These are shown hatched blue on Plan 1A, and comprise:

12.1 Land at Staythorpe Power Station, registered at HM Land Registry under title number NT372031 of which National Gas Transmission Plc is the registered leasehold proprietor;

12.2 Land at Staythorpe Power Station, registered at HM Land Registry under title number NT409895 of which National Grid Electricity Transmission Plc is the registered leasehold proprietor; and

12.3 Part of Staythorpe Power Station, registered at HM Land Registry under title number NT421944 of which National Grid Electricity Transmission Plc is the registered leasehold proprietor. Whilst this leasehold interest remains registered at HM Land Registry, it is the subject of a pending application to close the leasehold title the land to which it relates having been incorporated back into the Claimant's freehold title.

Didcot Power Station

13. Didcot Power Station comprises an open cycle gas turbine ("OCGT") and a CCGT. It is wholly surrounded by a secure perimeter fence. The area in respect of which injunctive relief is sought, as shown edged red on Plan 2, is demarcated by that perimeter fence.

14. Didcot Power Station is primarily situated on land of which the Claimant is the registered freehold proprietor. The Claimant's freehold title (which extends to land beyond the perimeter fence) is registered at HM Land Registry under title numbers ON157852 and BK69895 (registered under a previous company name). A small portion of Didcot Power Station is situated on land of which the Claimant is the registered leasehold proprietor, title to which is registered at HM Land Registry under title number ON322203.

15. There are four areas within Didcot Power Station which are subject to leasehold interests registered to third parties. These are shown hatched blue on Plan 2A, and comprise:

15.1 Land and buildings at Didcot Power Station, registered at HM Land Registry under title number ON191378 of which National Grid Electricity Transmission Plc is the registered leasehold proprietor, which is adjoined by:

15.2 Land at Didcot Power Station, registered at HM Land Registry under title number ON297164 of which National Grid Electricity Transmission Plc is the registered leasehold proprietor;

15.3 Land on the north side of Milton Road, registered at HM Land Registry under title number ON194931, of which National Gas Transmissions Plc is the registered leasehold proprietor; and

15.4 Electricity sub-stations at Didcot Power Station, registered at HM Land Registry under title number ON210652, of which SSE Services Plc is the registered leasehold proprietor.

Pembroke Power Station

16. Pembroke Power Station includes the Pembroke CCGT and the Pembroke Net Zero Centre. It is wholly surrounded by a secure perimeter fence. The area in respect of which injunctive relief is sought, as shown edged red on Plan 3, also includes a construction site immediately abutting the southwestern part of the main power plant site and on which existing operational infrastructure is located and additional operational infrastructure is being constructed which will become operational in the near future. Both the main power plant and the construction site are fenced.

17. Pembroke Power Station is situated wholly on land of which the Claimant is the registered freehold proprietor. The Claimant's freehold title in and surrounding Pembroke Power Station is registered at HM Land Registry under title numbers WA962157, CYM768801, CYM12566 and CYM399739.

Little Barford Power Station

18. Little Barford Power Station comprises a CCGT and OCGT facility. It is situated on two sites, separated by a public highway. Each of the sites is wholly surrounded by a secure perimeter fence, and the two sites are linked by a footbridge over Barford Road ("the Bridge"). The area in respect of which injunctive relief is sought, as shown edged red on Plan 4, is demarcated by the perimeter fence around each site and includes the Bridge.

19. The two sites comprising Little Barford Power Station are situated wholly on land of which the Claimant (under a previous company name) is the registered freehold

proprietor, title to which is registered at HM Land Registry under title number BD214443.

20. There are two areas falling within Little Barford Power Station which are subject to a leasehold interest registered to a third party. These areas are shown hatched blue on Plan 4A, and comprise land at Little Barford Power Station, title to which is registered at HM Land Registry under title number BD168495. The registered leasehold proprietor is Easter Power Networks Plc.

21. The Bridge is not included within the Claimant's title.

Great Yarmouth Power Station

22. Great Yarmouth Power Station is a CCGT which has been operated by the Claimant since 2002. It is wholly surrounded by a secure perimeter fence. The area in respect of which injunctive relief is sought, as shown edged red on Plan 5, is primarily demarcated by that perimeter fence.

23. Great Yarmouth Power Station is situated wholly on land of which the Claimant (under a previous company name) is the registered freehold proprietor, title to which is registered at HM Land Registry under title number NK166277. There are two areas falling partly within Great Yarmouth Power Station which are subject to leasehold interest registered to Eastern Power Networks Plc. These are shown hatched blue on Plan 5A, and comprise:

23.1 Substation, South Denes Road, Great Yarmouth, title to which is registered at HM Land Registry under title number NK363229; and

23.2 Tunnel and access shaft on the east side of South Denes Road, Great Yarmouth, title to which is registered at HM Land Registry under title number NK363233.

Kings Lynn Power Station

24. Kings Lynn Power Station is CCGT which has been operated by the Claimant since 2020. It is wholly surrounded by a secure perimeter fence. The area in respect of which

injunctive relief is sought, as shown edged red on Plan 6, is demarcated by that perimeter fence.

25. The area within the perimeter fence includes a substation which is owned by Eastern Power Networks Plc, title to which is registered at HM Land Registry under title number NK218673, and shown hatched green on Plan 6A ("the Sub Station"). The Sub Station is separately fenced but is accessed through the Power Station, with access thus controlled by the Claimant.

26. Excepting the Sub Station, the majority of the land within Kings Lynn Power Station is land of which the Claimant is the registered freehold proprietor, title to which is registered at HM Land Registry under title numbers NK108157 and NK271060.

27. There is a small area of land within the north eastern part of the sites which is inside the perimeter fence but does not appear on the boundary shown on the title plans to title number NK271060 ("the NE Area"). The NE Area is enclosed within the perimeter fence and used as an integral part of the Power Station. For the purposes of this claim, the Claimant does not positively assert freehold ownership but does assert that it is a person entitled to sufficient possession or control of the NE Area to entitle it to pursue a claim in trespass against the Defendants.

28. There is one area within the Kings Lynn Power Station which is subject to a leasehold interest registered at HM Land Registry under title umber NK179596, of which National Grid Transmission Plc is the registered leasehold proprietor. This area is shown hatched blue on Plan 6A.

**THE THREAT**

29. Greenpeace is a campaign group with a history of direct action, including against fossil fuel energy installations and RWE group companies.

30. Greenpeace UK has announced, online, that it will be launching its campaign against the "Great Gas Rip-Off" this autumn, inviting people to events on 27 September 2025 and 21 October 2025 with the advertisement for that later event stating "*Join our campaign launch call to hear how you can get involved. Whether you're a seasoned*

*activist or just getting started, everyone's welcome. Let's turn outrage into organising – and show that climate justice is energy justice too*".

31. On 22 September 2025, eight protesters associated with Greenpeace UK entered the Claimant's facility at Staythorpe Power Station in Nottinghamshire. The means of entry are not known with certainty, but the Claimant presumes (and it is probable) that they scaled the perimeter fence, unobserved by the Claimant. They scaled two of the 75m high gas turbine "stacks" and there displayed banners highlighting the Greenpeace UK campaign against the "Great Gas Rip-Off".

32. That action took place despite Greenpeace UK having met with representatives from the Claimant on 16 September 2025 - at a meeting requested by Greenpeace UK to discuss its concerns - and a subsequent meeting having been arranged for 24 September 2025. At no point did Greenpeace UK give the Claimant any indication that direct action was intended at the Staythorpe Power Station. It has not ruled out taking any similar action in future, even if engagement through dialogue were to continue.

**CAUSES OF ACTION**

33. The Claimant apprehends that, unless restrained by the Court, the persons unknown who are described as the First Defendants herein will conduct themselves in such a way as to amount to trespass and/or nuisance.

34. Members of the public including the persons unknown who are described as the First Defendants herein have no consent or permission to enter upon any of the six Sites. The Claimant has not given any permission, consent or licence to any person to enter onto any of the six Sites other than in connection with the operation of those facilities, or for the purposes of access to the freehold or leasehold estates situated within the Sites. In particular, it has not given any permission, consent or licence to members of the public to enter onto any of the Sites for the purpose of protest, direct action or other activity associated with Greenpeace UK or otherwise.

35. Any entry onto, occupation of, or remaining on any of the Sites or the damaging or defacing of any part of them (including the perimeter fence) by the Defendants would

therefore constitute a trespass, which the Claimant is entitled to injunctive relief to restrain.

36. The Claimant also seeks injunctive relief in respect of those areas within the respective perimeter fences of the Sites which are hatched blue on the various "A" plans indicated above (being areas in relation to which there subsist leasehold interests, the NE Area at Kings Lynn Power Station, the Bridge at Little Barford Power Station, and the Substation within the Great Yarmouth Power Station) upon the basis that:

36.1 the relief claimed by the Claimant in relation to those areas is no more than is necessary and proportionate in order to give effective protection to its rights as landowner to restrain trespass onto the Power Stations within which they are located; and

36.2 further or alternatively, such relief is required in order to restrain acts of nuisance, or threatened nuisance, within those areas which would interfere with the Claimant's use and enjoyment of the Power Stations within which they are located, or which would threaten to do so.

37. Reliance by the Defendants of rights of freedom of expression and / assembly under Articles 10 and/or 11 of the European Convention of Human Rights would not provide a defence in the particular circumstances of this case.

38. The Claimant therefore seeks the following Orders:

38.1 An order restraining the Defendants, without the Claimant's consent, from entering, occupying or remaining upon the land shown edged red on Plans 1 to 6, being the Staythorpe Power Station, Didcot Power Station, Pembroke Power Station, Little Barford Power Station, Great Yarmouth Power Station and Kings Lynn Power Station, and from the damaging or defacing of any part thereof, including the perimeter fence, for the purposes of protest whether in support of any Greenpeace campaign or otherwise.

38.2 Further or other relief as the Court sees fits.

38.3 Costs.

TIMOTHY MORSHEAD KC
JACQUELINE LEAN

**STATEMENT OF TRUTH**

The Claimant believes that the facts stated in these particulars of claim are true. The Claimant understands that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

I am duly authorised by the Claimant to sign this statement.

Signed

Donal Patrick Kelly

Legal Director

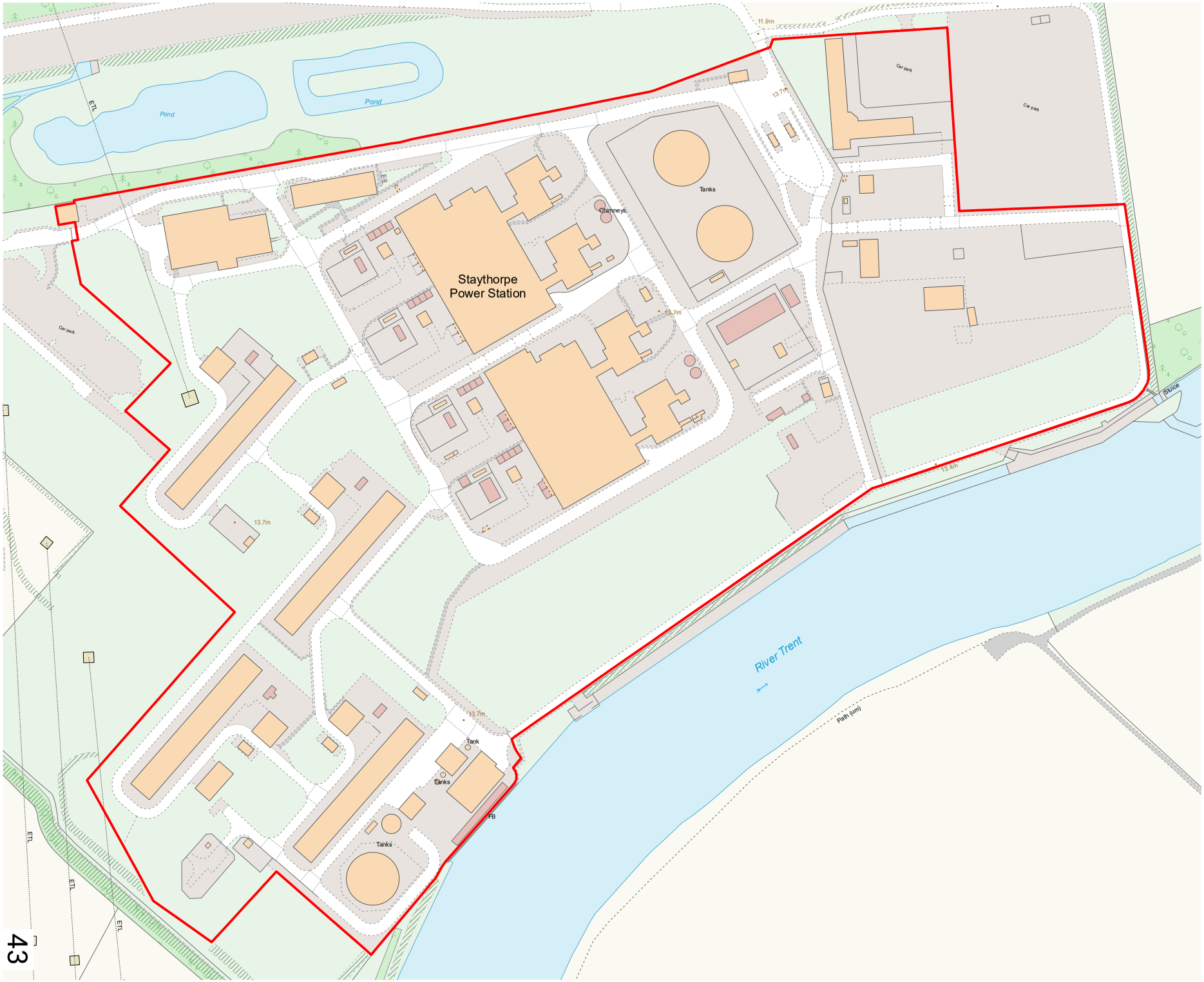
Osborne Clarke LLP

Claimant's Solicitor

Date: 1 October 2025

# ANNEX TO PARTICULARS OF CLAIM

**Plans 1-6**




N

0 10 20 30 40 50 Meters

**Key:**

Extent of injunction area (2416m)

| MJA | WM | 30/09/25 | WM | B |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:2,250 |

Site

STAYTHORPE POWER STATION

Title

PLAN 1

SITE SECURITY

EXTENT OF INJUNCTION AREA PLAN

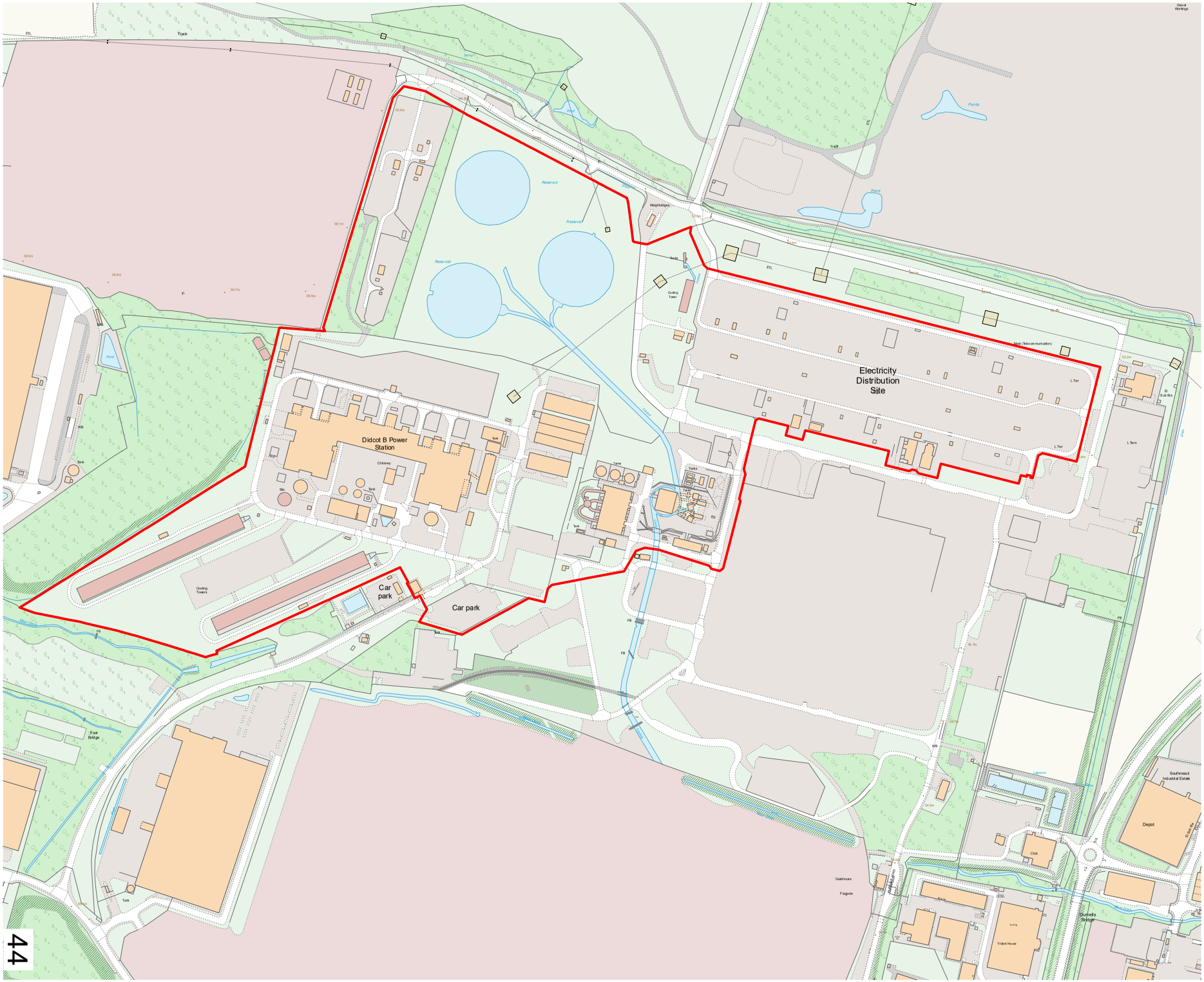
Status

FINAL

Drawing Number

RWE/STYTH/PMS/0005/B

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.




N

0 20 40 60 80 100 Meters

**Key:**

Extent of injunction area (3716m)

| MJA | WM | 30/09/25 | WM | A |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:4,250 |

Site

DIDCOT POWER STATION

Title

PLAN 2

SITE SECURITY

EXTENT OF INJUNCTION AREA PLAN

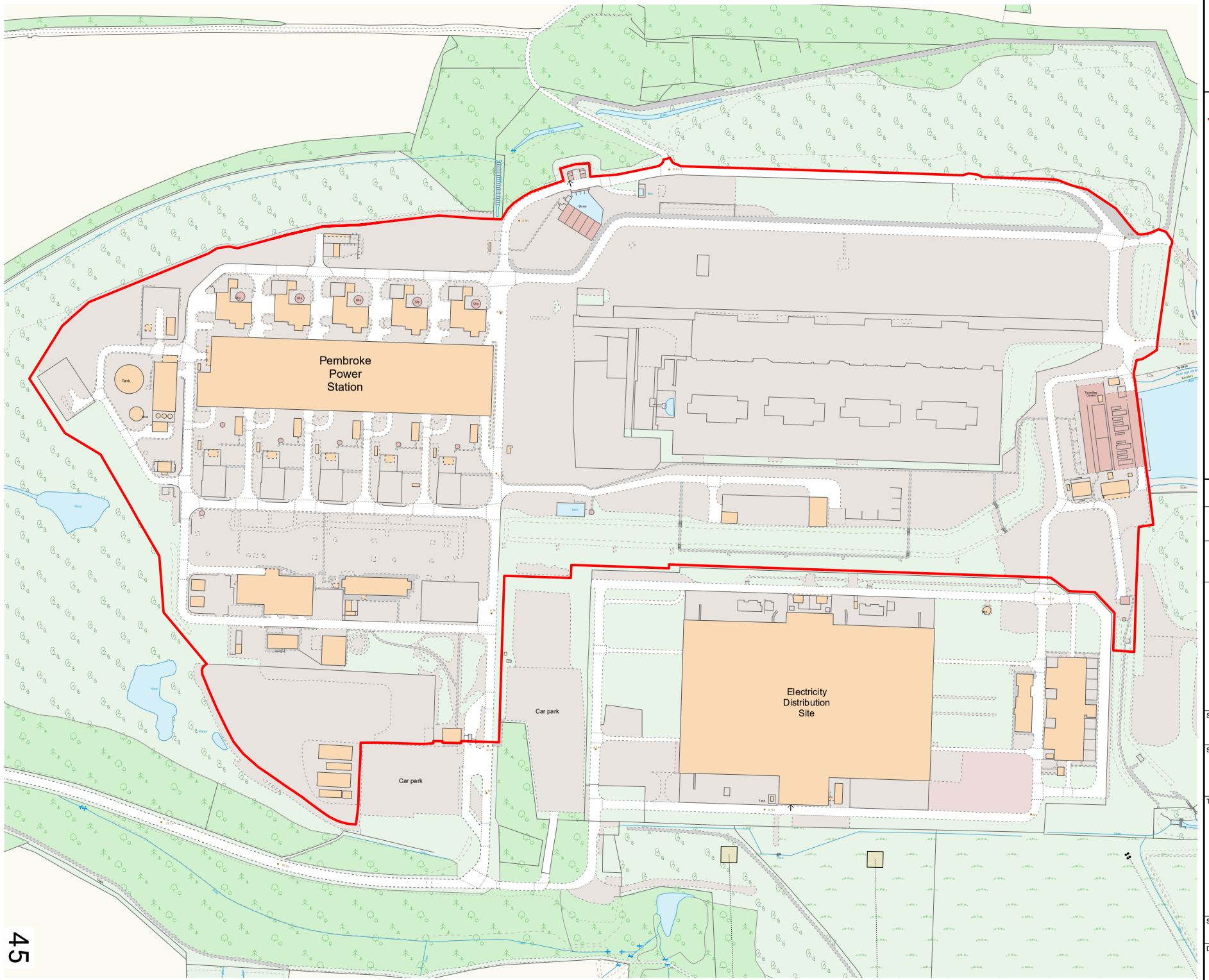
Status

FINAL

Drawing Number

RWE/DDCOT/PMS/0042/A

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.




N

0 20 40 60 80 100 Meters

**Key:**

Extent of injunction area (3059m)

| Drawn | Checked | Date | Approved | Rev. |
|---|---|---|---|---|
| MJA | WM | 30/09/25 | WM | B |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:3,000 |

Site

PEMBROKE POWER STATION

Title

PLAN 3

SITE SECURITY

EXTENT OF INJUNCTION AREA PLAN

Status

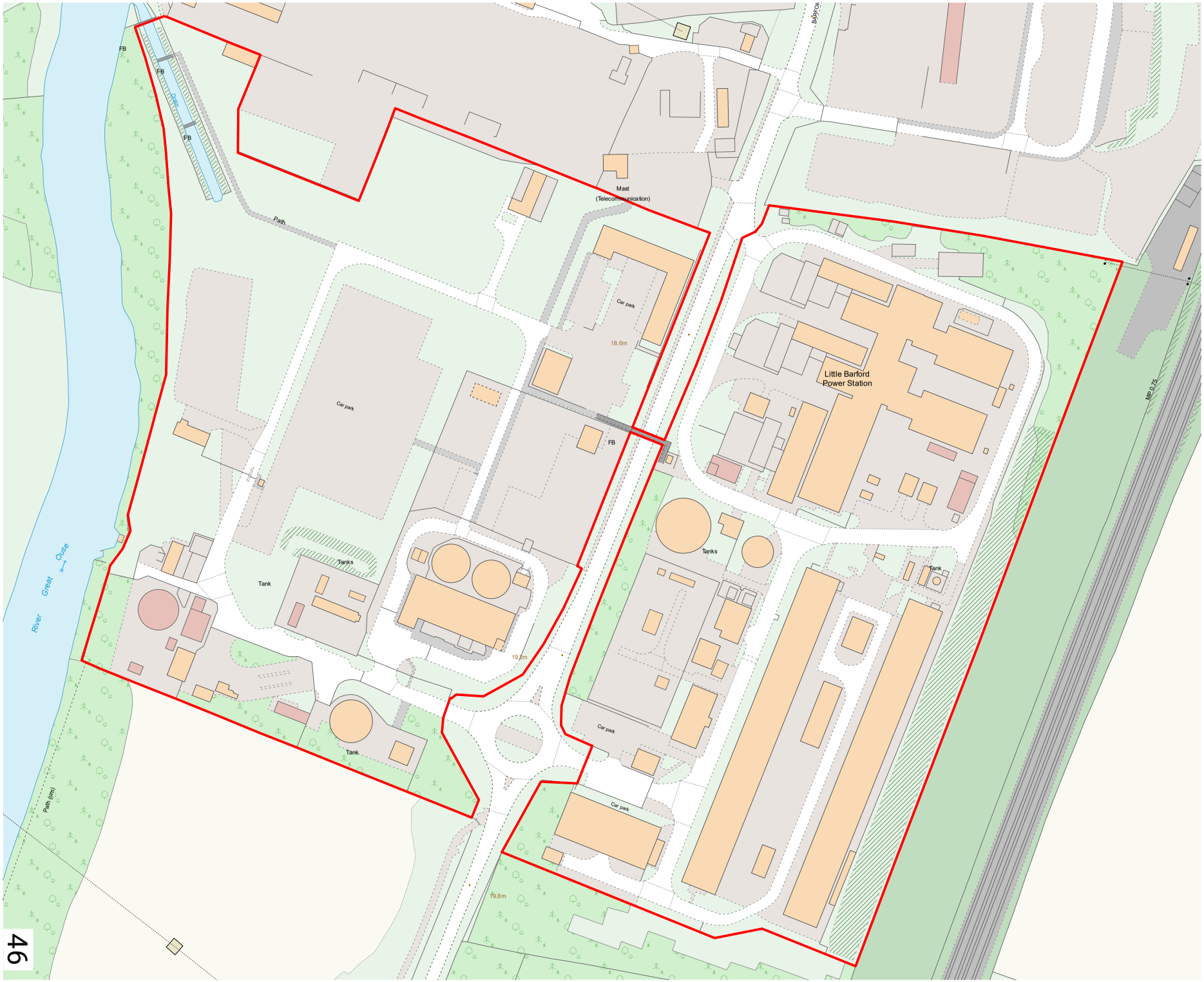
FINAL

Drawing Number

RWE/PMBRK/PMS/0031/B

45

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.




N

0 10 20 30 40 50 Meters

**Key:**

Extent of injunction area (2485m)

| MJA | WM | 30/09/25 | WM | B |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:1,750 |

Site

LITTLE BARFORD POWER STATION

Title

PLAN 4

SITE SECURITY

EXTENT OF INJUNCTION AREA PLAN

Status

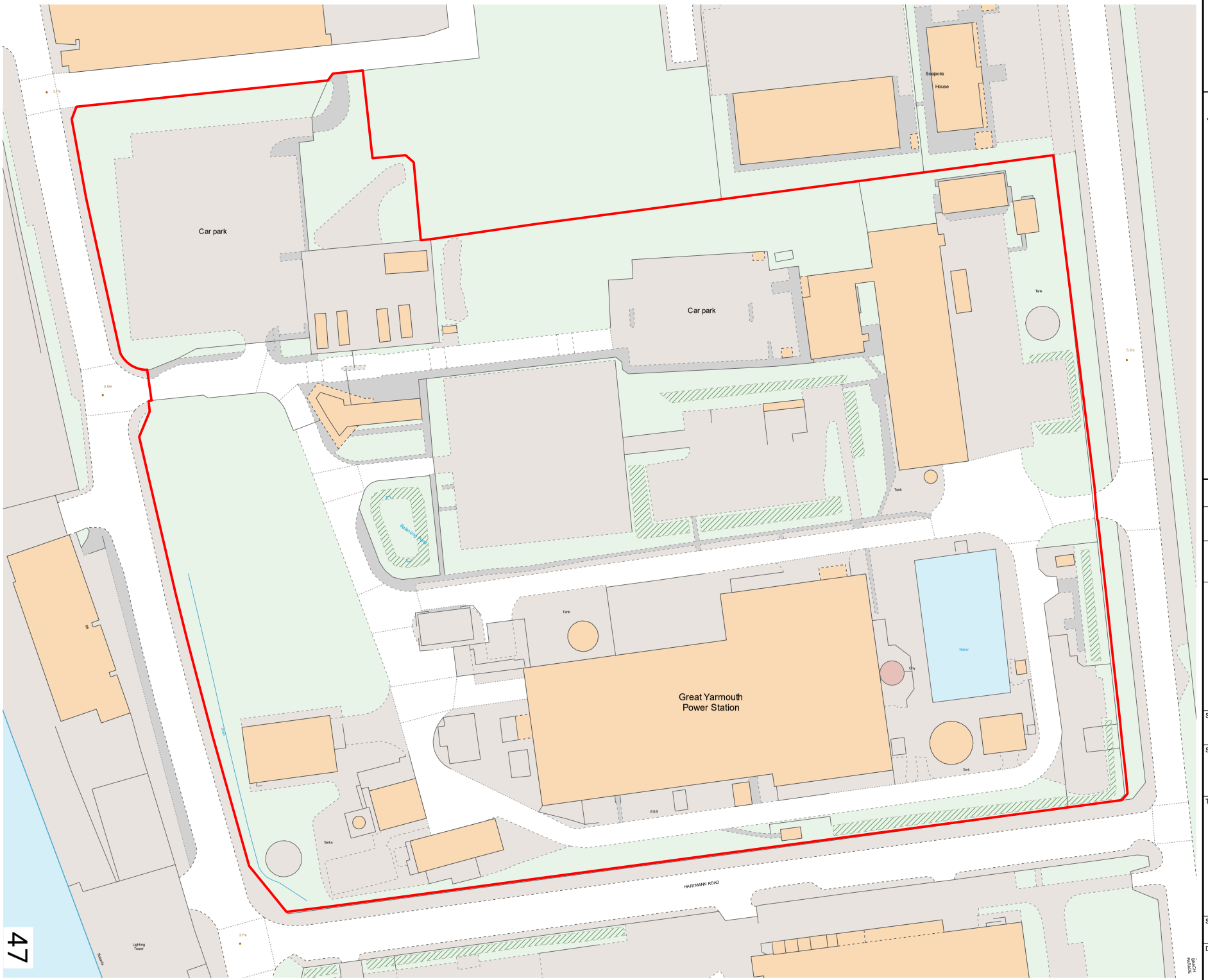
FINAL

Drawing Number

RWE/LTLBR/PMS/0003/B

46

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.




N

0 5 10 15 20 25
Meters

**Key:**

Extent of injunction area (1020m)

| MJA | WM | 30/09/25 | WM | B |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO.
© Crown copyright and database right 2025.
All rights reserved.
Ordnance Survey Licence no. AC0000808122.

RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:1,000 |

Site

GREAT YARMOUTH POWER STATION

Title

PLAN 5

SITE SECURITY

EXTENT OF INJUNCTION AREA PLAN

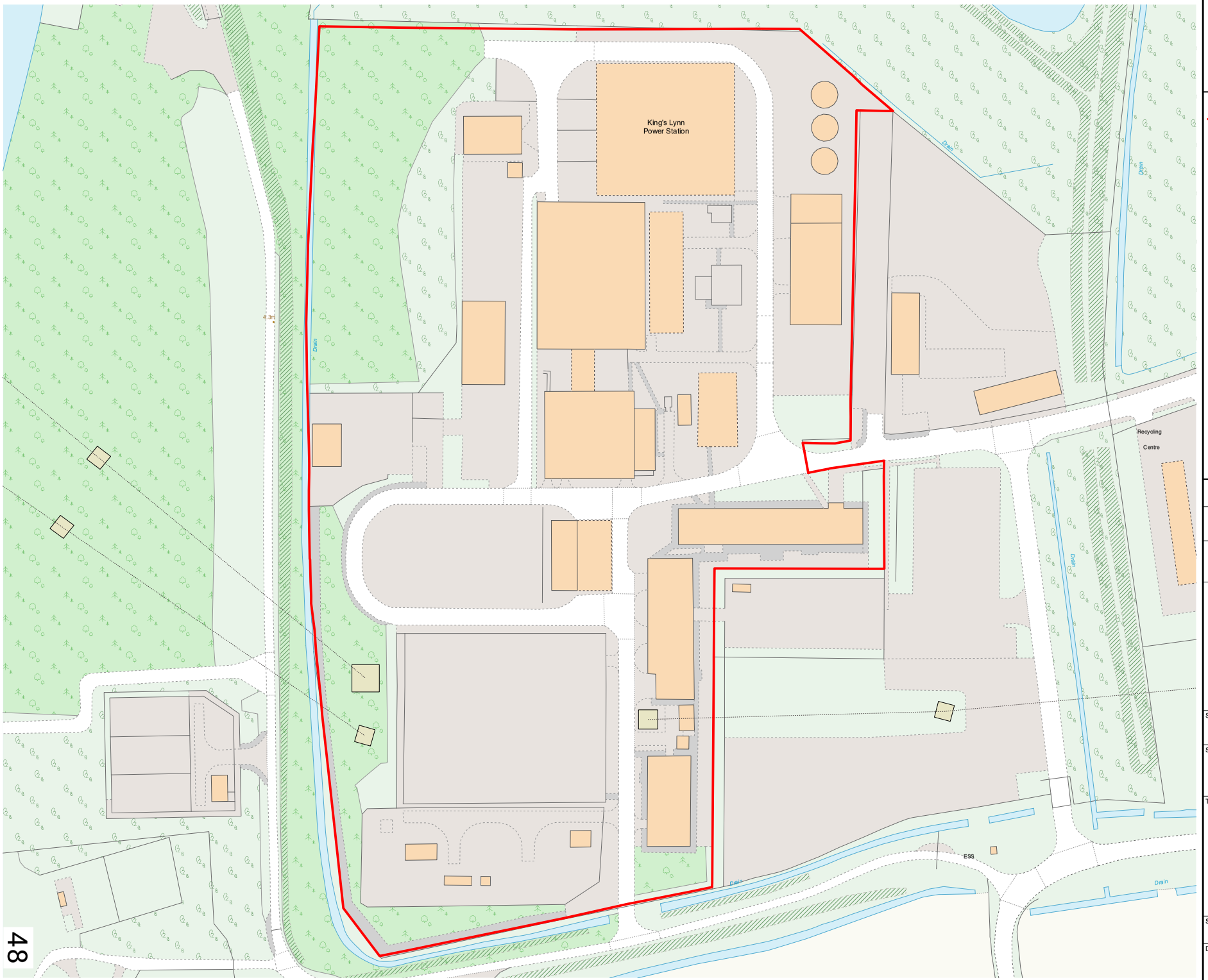
Status

FINAL

Drawing Number

RWE/GTYRM/PMS/0004/B

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.




N

0 10 20 30 40 50 Meters

**Key:**

Extent of injunction area (1097m)

| MJA | WM | 30/09/25 | WM | B |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:1,250 |

Site

KINGS LYNN
POWER STATION

Title

PLAN 6

SITE SECURITY

EXTENT OF
INJUNCTION AREA
PLAN

Status

FINAL

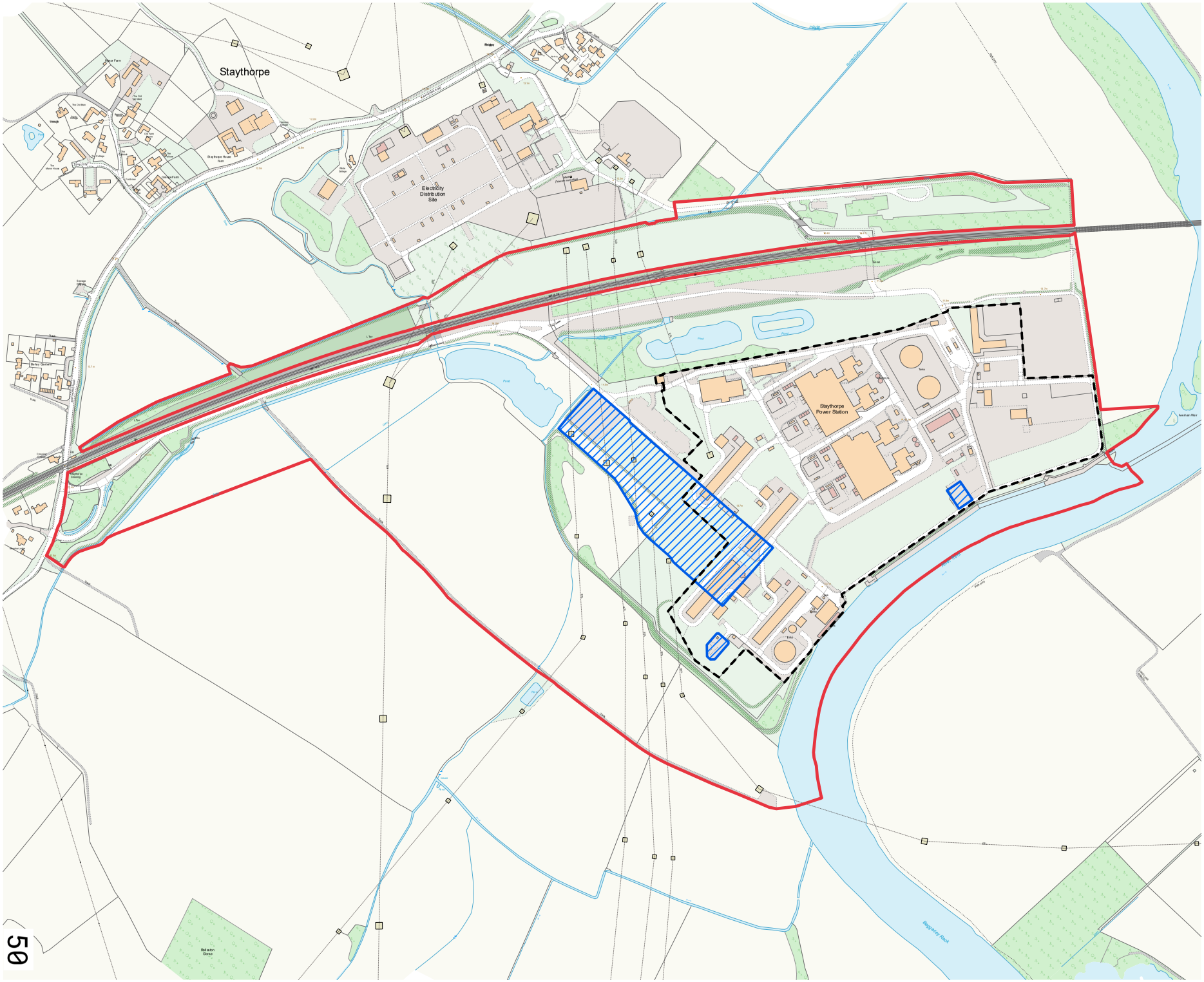
Drawing Number

RWE/KNGLY/PMS/0003/B

48

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.

**Plans 1A, 2A, 4A, 5A and 6A**




N

0 40 80 120 160 200 Meters

**Key:**

- RWE ownership boundary (86.61ha)
- Leasehold boundaries (4.19ha)
- Main security boundary (2416m)

| MJA | WM | 30/09/25 | WM | B |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:5,500 |

Site

STAYTHORPE POWER STATION

Title

PLAN 1A

SITE SECURITY

THE SITE PLAN

Status

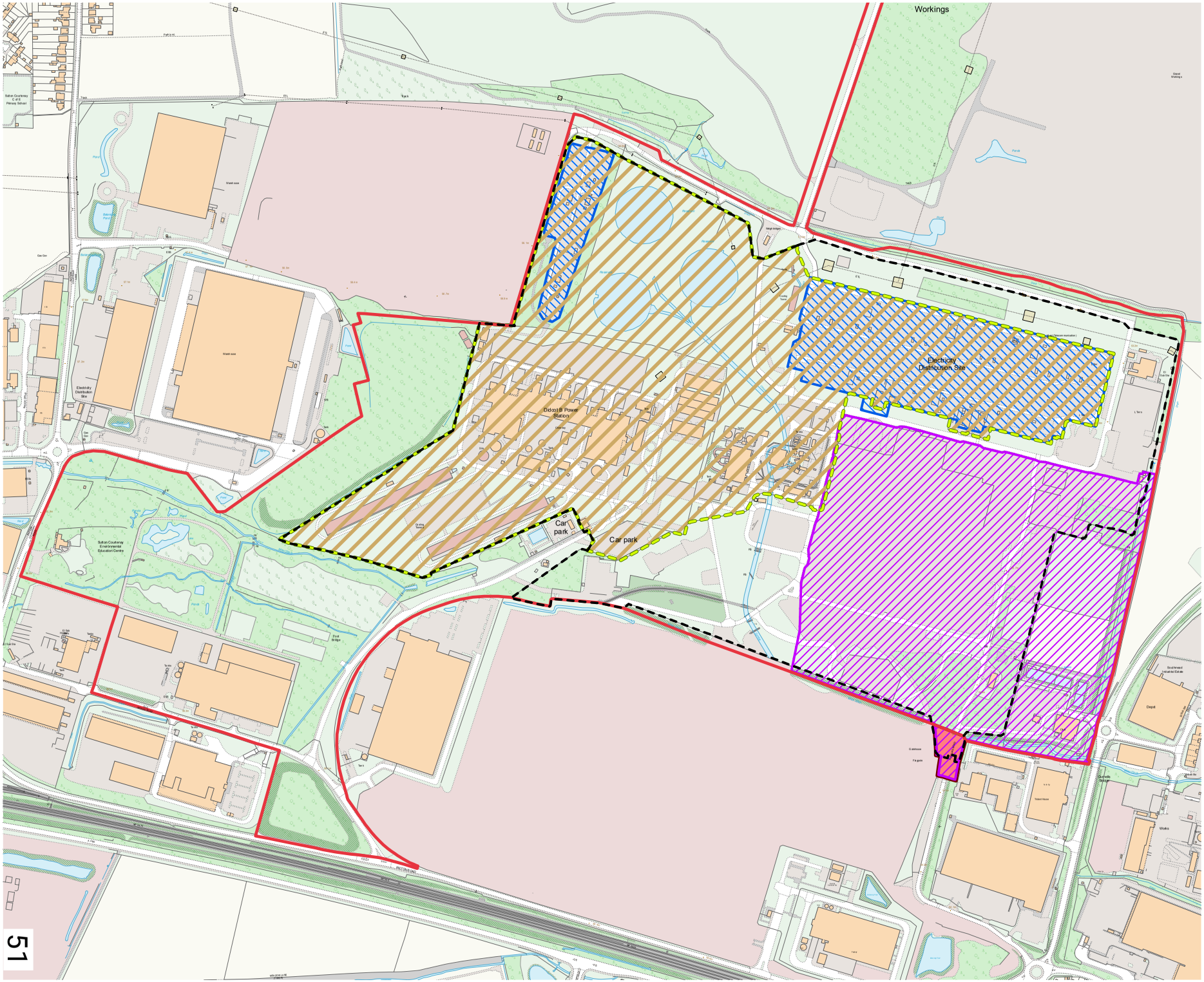
FINAL

Drawing Number

RWE/STYTH/PMS/0004/B

50

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.




N

0 40 80 120 160 200 Meters

**Key:**

- RWE ownership boundary (114.63ha)
- RWE leasehold boundary (0.31ha)
- Prospective sale area (23.37ha)
- Operational site (39.37ha)
- Main security boundary (4444m)

| MJA | WM | 30/09/25 | A | B |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:5,500 |

Site

DIDCOT POWER STATION

Title

PLAN 2A

SITE SECURITY

THE SITE PLAN

Status

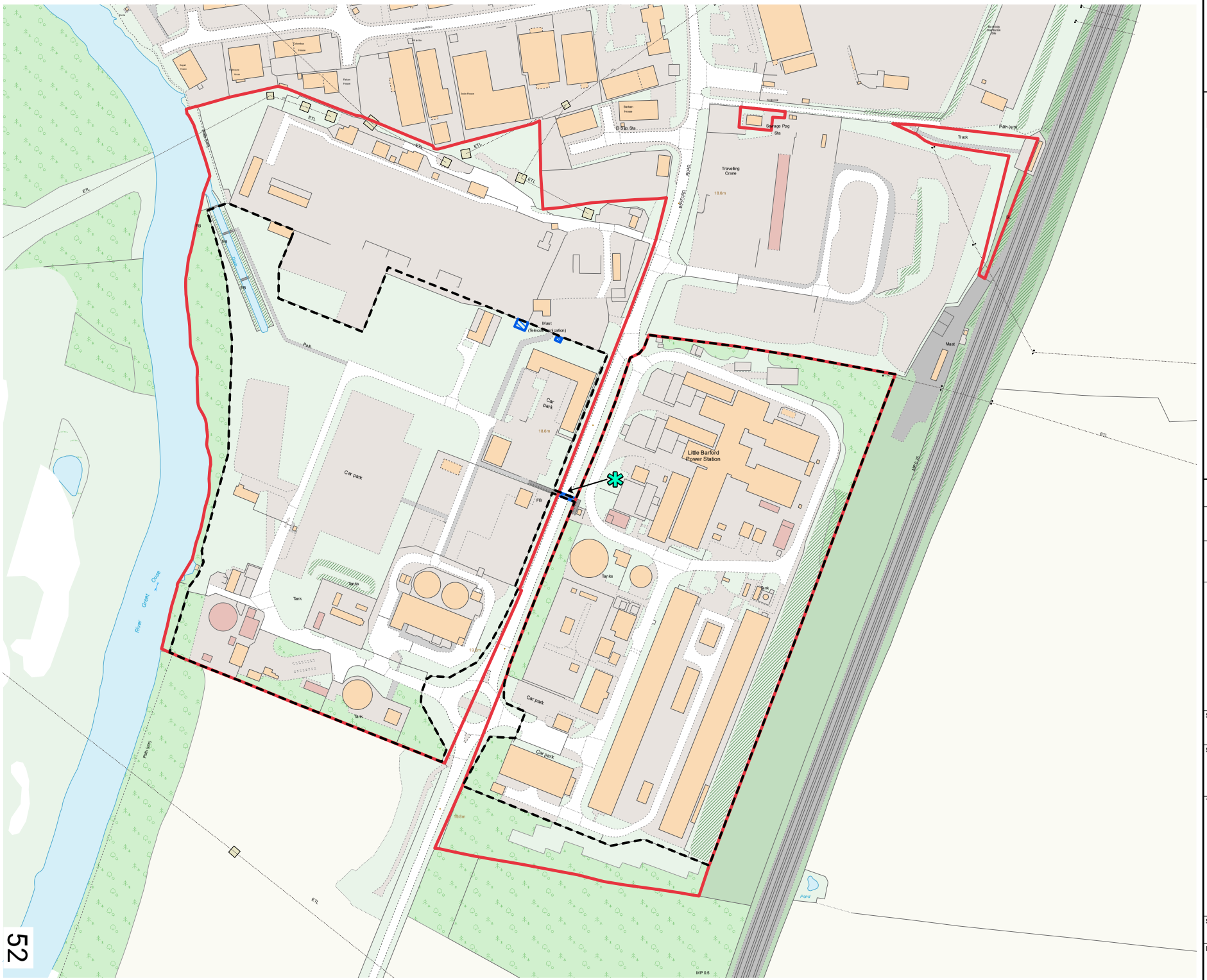
FINAL

Drawing Number

RWE/DDCOT/PMS/0041/B

51

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.




N

0 20 40 60 80 100 Meters

**Key:**

- RWE ownership boundary (19.71ha)
- Third Party Areas
- Main security boundary (2485m)
- Location of Little Barford footbridge

| MJA | WM | 30/09/25 | WM | D |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:2,500 |

Site

LITTLE BARFORD POWER STATION

Title

PLAN 4A

SITE SECURITY

THE SITE PLAN

Status

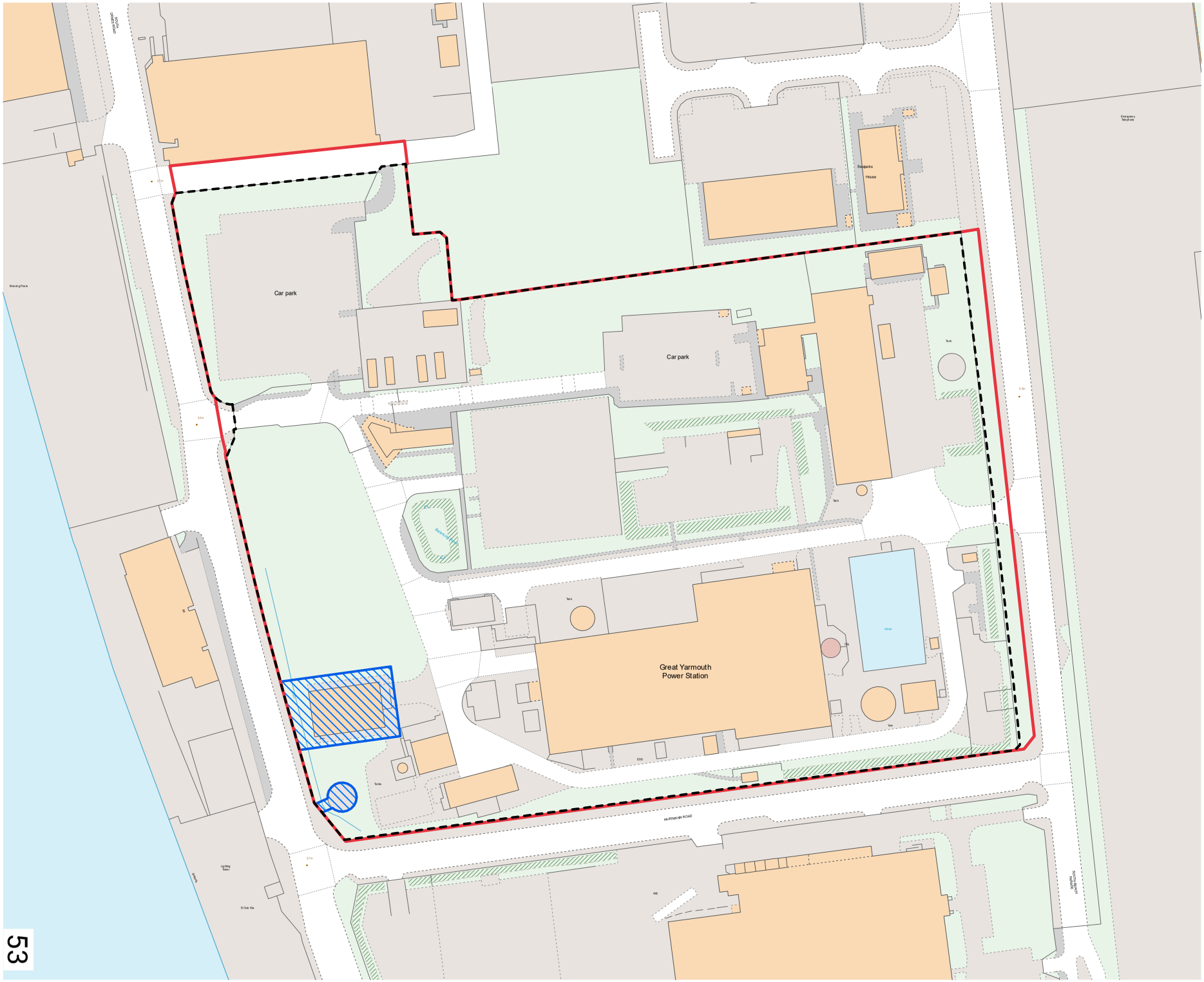
FINAL

Drawing Number

RWE/LTLBR/PMS/0002/D



© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.




N

0 10 20 30 40 50 Meters

**Key:**

- RWE ownership boundary (5.73ha)
- Leasehold boundaries (0.11ha)
- Main security boundary (1020m)

| MJA | WM | 30/09/25 | WM | B |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:1,250 |

Site

GREAT YARMOUTH POWER STATION

Title

PLAN 5A

SITE SECURITY

THE SITE PLAN

Status

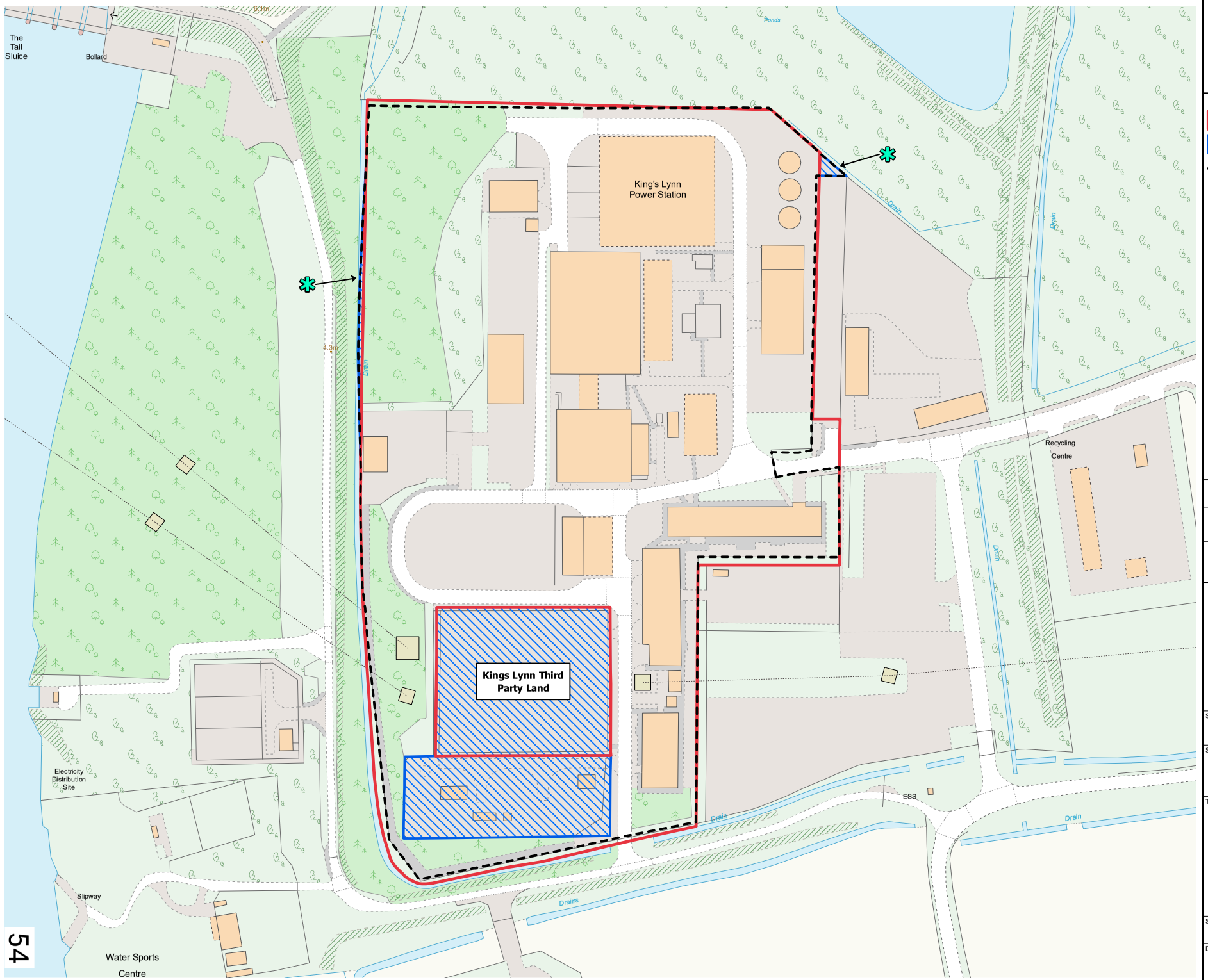
FINAL

Drawing Number

RWE/GTYRM/PMS/0003/B



© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.




N

0 10 20 30 40 50 Meters

**Key:**

- RWE ownership boundary (5.39ha)
- Third Party Areas
- Main security boundary (1097m)
- Location of Indeterminate Ownership Land

| MJA | WM | 30/09/25 | WM | E |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:1,500 |

Site

KINGS LYNN POWER STATION

Title

PLAN 6A

SITE SECURITY

THE SITE PLAN

Status

FINAL

Drawing Number

RWE/KNGLY/PMS/0002/E

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

On behalf of: Claimant
Witness: William Henry Jeffery
No. of witness statement: 1
Exhibit(s): WHJ1
Date made: ~~30 September 2025~~
1 October 2025

**Claim No.**

**IN THE HIGH COURT OF JUSTICE**

**CHANCERY DIVISION**

**PROPERTY, TRUST AND PROBATE LIST**

**BETWEEN:**

**RWE Generation UK PLC**

**Claimant**

**And**

**(1) PERSONS UNKNOWN WHO WITHOUT THE CLAIMANT'S PERMISSION ENTER OR REMAIN UPON THE PREMISES DESCRIBED IN THE CLAIM FORM, OR WHO DAMAGE OR DEFACE ANY OF THOSE PREMISES OR ANY PART OF THEM, FOR THE PURPOSES OF PROTEST WHETHER IN SUPPORT OF ANY GREENPEACE CAMPAIGN OR OTHERWISE**

**(2) Greenpeace UK Limited**

**Defendants**

---

# FIRST WITNESS STATEMENT OF WILLIAM HENRY JEFFERY

---

I, William Henry Jeffery of Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire SN5 6PB am the Head of Asset Management for RWE Generation UK PLC and have been in this role since April 2021. I have worked for the Claimant and its predecessor companies since September 1987. I state as follows:

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

1. I make this statement on behalf of the Claimant and in support of the application for an injunction against the Defendants. I am duly authorised to do so.

2. This statement has been prepared following emails and calls with the Claimant's solicitors.

3. The facts and matters set out in this statement are within my own knowledge, unless otherwise stated and from information provided to me by others. Where facts are within my knowledge, I confirm that they are true. Where the facts were supplied by others, or are derived from documents, this is indicated and I confirm that they are true to the best of my knowledge, information and belief. In particular, paragraphs 28, 48, 59 – 60, 98.4, 103 and 107 are derived from discussions with the Claimant's solicitors. Paragraphs 21, 74 and 93 are derived from discussions with my colleagues.

4. I have read the Particulars of Claim and the final drafts of the witness statement of Rachel Smith for the Claimant.

5. A list of documents is set out at the beginning of a paginated bundle of documents marked Exhibit "**WHJ1**". This list identifies the documents to which I refer or which have been referred to me for the purposes of providing evidence in this witness statement. The documents themselves are true copies of the documents to which I shall refer in this witness statement. References in this witness statement to page numbers in Exhibit "**WHJ1**" are in the format "**[WHJ1/page(s)]**".

**RWE's infrastructure**

6. The Claimant is part of the RWE group of companies, which produces electricity in the United Kingdom from operational sites in different locations, and by a variety of means, including onshore and offshore wind, solar, hydro, biomass and gas.

7. Of these operational sites, 10 are gas-fuelled power stations (the "**Gas Power Stations**"). I have read the witness statement of Rachel Smith and note she has listed six of the Gas Power Stations in respect of which the Claimant is seeking an injunction, which for completeness I set out in the following table:

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

| Power Station | Capacity (gross/generated) per day (megawatts) |
|---|---|
| Staythorpe | 1,787 |
| Didcot B | 1,607[1] |
| Pembroke | 2,243 |
| Little Barford | 755[2] |
| Great Yarmouth | 430 |
| Kings Lynn | 395 |
| **Total gross capacity** | **7,217** |

8. For the purposes of this witness statement, I will refer to the six Gas Power Stations listed above in paragraph 7 as the "**Large Power Stations**".

9. I set out the four remaining Gas Power Stations in the following table:

| Power Station | Capacity (gross/generated) per day (megawatts) |
|---|---|
| Cheshire | 67 |
| Cowes | 143 |
| Hythe | 47 |
| Grimsby A & B | 40 |
| **Total gross capacity** | **297** |

[1] Total combined capacity in MW of 1,505 MW output for CCGT and 102 MW output of OCGT. Please see paragraph 16 for further details.
[2] Total combined capacity in MW of CCGT and OCGT. Please see paragraph 18 below for further details.

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

10. For the purposes of this witness statement, I will refer to these four Gas Power Stations as the "**Small Power Stations**".

11. As can be seen from a comparison of the total gross capacity for the two types of Gas Power Stations, the Small Gas Power Stations produce a significantly smaller amount of electricity that the Large Gas Power Stations. As will be explained in further detail later in this witness statement, any protestor action that required the Claimant to reduce or stop the generation of electricity at any of the Large Gas Power Stations would – by virtue of their size, the amount of on-site infrastructure they have, and the amount of electricity they generate – result in (a) the Claimant not being able to generate electricity, (b) the Claimant not being able to honour the sale of electricity purchased in advance, potentially causing it to suffer losses of millions of pounds, (c) the Claimant incurring potentially significant costs in having to repair any damage caused to the on-site infrastructure, and (d) significant and substantial disruption to the UK's national electricity system.

12. Whilst protestor action at the Small Gas Power Stations would obviously still cause the Claimant to suffer disruption and potentially result in the Claimant suffering losses, by virtue of their size, this disruption would not be as significant or as substantial as would be suffered by the Large Gas Power Stations. Accordingly, the Claimant has sought to take a proportionate approach in terms of the relief sought at this point in time, by focussing it specifically on the Large Gas Power Stations, which are considered to be at greater risk of protester action and where the potential for disruption to the national electricity system would be more significant.

**Staythorpe**

13. The largest of the Large Power Stations in England is the Staythorpe Power Plant. I am familiar with the Staythorpe Power Plant as I regularly visit it. The Claimant has owned the freehold interest to the Property since 2 May 2000.

14. The Staythorpe Power Plant is a gas-fired, combined-cycle gas turbine facility ("**CCGT**") that commenced commercial operations towards the end of 2010.

15. The Staythorpe Power Plant is enclosed by a perimeter security fence (palisade) of approximately 2.8 metres in height with trident anti-climb topping. The fence line and critical assets within the Staythorpe Power Plant are monitored by CCTV operated by the Claimant's local security team.

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

**Didcot B**

16. Didcot Power Plant comprises an open cycle gas turbine ("**OCGT**") and a CCGT. The Didcot Power Plant is wholly surrounded by a secure perimeter weldmesh fence of approximately 2.8 metres in height, with barbed wire anti-climb topping (in certain areas). The fence line and critical assets within the Didcot Power Plant are monitored by CCTV operated by the Claimant's local security team.

**Pembroke**

17. Pembroke Power Plant includes the Pembroke CCGT and the Pembroke Net Zero Centre. It is wholly surrounded by a secure perimeter fence (palisade) of approximately 2.8 metres in height with trident anti-climb topping. The fence line and critical assets within the Pembroke Power Plant are monitored by CCTV operated by the Claimant's local security team.

**Little Barford**

18. Little Barford Power Plant comprises a CCGT and an OCGT. It is situated on two sites, separated by a public highway. Each of the sites is wholly surrounded by a secure perimeter chain-link fence with barbed-wire anti-climb topping. The two sites are linked by a pedestrian bridge over Barford Road. The fence line and critical assets within the Little Barford Power Plant are monitored by CCTV operated by the Claimant's local security team.

**Great Yarmouth**

19. Great Yarmouth Power Plant is a CCGT which has been operated by the Claimant since 2002. It is wholly surrounded by a secure perimeter fence. The fence line and critical assets within the Great Yarmouth Power Plant are monitored by CCTV operated by the Claimant's local security team.

**Kings Lynn**

20. Kings Lynn Power Plant is CCGT which has been operated by the Claimant since 2020. It is wholly surrounded by a secure perimeter chain-link fence with barbed wire anti-climb topping and steel pole gating. The fence line and critical assets within the Kings Lynn Power Plant are monitored by CCTV operated by the Claimant's local security team.

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

**Incident at Staythorpe on 22 September 2025**

21. I am aware of the following matters from contemporaneous internal reports and communications provided by colleagues during and after the incident (the "**Incident**").

22. At approximately 6:00am on Monday 22 September 2025, eight trespassers gained entry to the Staythorpe Power Plant by scaling the perimeter fence using ladders and by placing carpet over the anti-climb topping.

23. After entering the site, the trespassers ascended stairs adjoining two 75m high gas turbine "stacks" in order to reach a steel gantry situated more than halfway up those stacks. They then displayed banners identifying the protesters as acting in conjunction with Greenpeace, including one stating “The Great Gas Rip-Off – Now On”. I exhibit photographs of the trespassers on the gantry and of the banners at [**WJ/1-48**].

24. The trespassers were equipped with facemasks, respirators and climbing equipment. Three out of four gas turbines were operational at the time.

25. At approximately 10:30am on Monday 22 September 2025, four of the protesters descended from the gantry and were arrested by the police.

26. The remaining four protesters came down later that afternoon and were also arrested. On Tuesday 23 September 2025, a further four individuals were arrested on suspicion of interfering with the use / operation of key national infrastructure.

27. All twelve individuals have now been released on conditional bail. I exhibit at [**WHJ1/49-51**] a news publication from Nottinghamshire Police's website confirming this.

28. I understand from having discussed with the Claimant's solicitors that the relevant bail conditions include an obligation not to enter any premises which constitute downstream oil infrastructure, onshore oil, gas exploration, production infrastructure, onshore electricity generation infrastructure.

**Greenpeace**

29. Greenpeace is an independent global campaigning network, founded in Canada in 1971 by a group of environmental activists. It is comprised of a global network of

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

25 independent national/regional organisations in over 55 countries across Europe, the Americas, Africa, Asia and the Pacific. It also has a co-ordinating body, Greenpeace International.

30. According to its international website, a part of Greenpeace's mission is to *"prevent pollution and abuse of the earth's ocean, land, air and fresh water"* (I exhibit the relevant excerpt at [**WHJ1/52-57**]), and it uses non-violent, direct action to try to achieve its aims.

31. One of Greenpeace's most notable and publicised direct action campaigns was a series of protests in relation to the now-decommissioned coal-fired Kingsnorth Power Station on the Hoo Peninsula at Medway in Kent. On 8 October 2007, 50 Greenpeace protesters carried out a protest after breaking into Kingsnorth. I have seen a publication written on the same day as this protest, archived from Greenpeace's website, which I exhibit at [**WHJ1/58**]. It says one group of protesters immobilised the conveyer belt that carried coal to the station and then chained themselves to the machinery, whilst a second group climbed up the chimney *"with supplies to hold it for several days and force the power station off the national grid"*. The protesters actually daubed "Gordon" (in reference to the UK's then prime minister Gordon Brown) in white paint down the chimney, and forced the station to shut down. Less than a year later in August 2008, Greenpeace was then involved in the "Camp for Climate Action" at Kingsnorth – a campaign gathering to draw attention to plans by E-On UK (the station's owner) to build a replacement, but also coal-fired, power station. Then, on 29 October 2008, 30 Greenpeace protesters gained entry to part of Kingsnorth using boats, climbed a ladder to a small concrete island, which was then cut off by the falling tide. I exhibit a Guardian newspaper article about this at [**WHJ1/59-60**]. Finally, on 22 June 2009, 10 Greenpeace protesters boarded a coal freighter and prevented it from unloading its cargo at the planned site for what was then intended to be the new Kingsnorth station. I also exhibit a Guardian newspaper article about this at [**WHJ1/61-63**].

32. More recently, on 25 July 2025, Greenpeace protesters abseiled from the Forth Road Bridge in east central Scotland to block petrochemical company INEOS' tanker "Independence" from delivering its freight of fracked gas to its Grangemouth plant. 10 protesters were arrested. I exhibit a BBC News article about this at [**WHJ1/64-72**].

**Discussions with Greenpeace**

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

33. On 4 September 2025, Greenpeace, together with the strategy firm Stonehaven, published a report entitled "Power Shift – How the Labour government can bring down bills and bolster net zero by curtailing the power of gas" (the "**Report**"). I exhibit a copy of the Report at [**WHJ1/73-112**]. The Report includes a recommendation (at page 4 of the Report or page 76 of [**WHJ1**]) to *"stop gas setting the price [that consumers] pay for electricity and control the negative impacts of gas in the electricity market"*.

34. Following publication of the Report, I understand that representatives of Greenpeace approached RWE to arrange a meeting to discuss Greenpeace's concerns. I further understand that a meeting took place on 16 September 2025 between Areeba Hamid and Will McCallum, co-executive directors of Greenpeace, and Tom Glover, RWE UK's Country Chair and Chair of the RWE UK Renewables Boards (the "**Meeting**") .

35. In a conversation I had with Tom Glover recently, he said that he had considered the Meeting to have been constructive, and that a further meeting was scheduled for 24 September 2025 (the "**Follow-Up Meeting**"). However, prior to the Follow-Up Meeting, the Incident occurred on 22 September 2025, as described in paragraphs **21-28** above.

**Correspondence with Greenpeace following the Incident**

36. On 22 September 2025, emails were exchanged between Ms Hamid and Mr McCallum and Mr Glover. At 12:02, Ms Hamid and Mr McCallum wrote to give Mr Glover a "*heads up*" and described the action as taken "*in typical Greenpeace style*". The email stated that the activists involved in the Incident "*will leave as soon as the protest is over*" and "*do not intend to stay and disrupt operations for longer than necessary to make [Greenpeace's] point"*.

37. At 13:12 on 22 September 2025, Mr Glover responded, recording RWE's disappointment at Greenpeace's actions.

38. Also on 22 September 2025, I understand that Mel Evans, Head of UK Climate for Greenpeace, issued a communication to RWE workers , reinforcing the points made in the 12:02 email from Ms Hamid and Mr McCallum.

39. At 09:25 on 23 September 2025, Ms Hamid wrote to Mr Glover requesting an urgent Zoom call. At 11:05, Mr Glover replied that it would not be appropriate for

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

RWE to engage further with Greenpeace in light of the ongoing police investigation, and he cancelled the Follow-Up Meeting until further notice.

40. At 11:49 on 24 September 2025, Ms Hamid wrote again to Mr Glover seeking to re-engage with RWE regarding Greenpeace's proposals. In that email, Ms Hamid referred to the Incident and stated that "*as an organisation, [Greenpeace] have always felt comfortable running 'inside-outside' strategies*", adding that they "*can be on the roof of the Parliament and briefing MPs inside the Parliament the same week. It is who we are and we do not have any permanent friends or enemies*".

41. At 09:03 on 25 September 2025, Mr Glover responded to propose that "*the best course of action is for Alice and RWE's wider team to follow up with Adam Bell to fully understand [Greenpeace's] proposal and hopefully for him to understand [RWE's] ideas and perspectives. This will hopefully allow a constructive dialogue on this topic between the relevant experts to continue*." As at the date of this Witness Statement, I am not aware of there being any further response or exchange.

42. The emails I refer to above in paragraphs 36,37, 39, 40 and 41 are exhibited in an email chain at [**WHJ1/113-116**], and the communication I refer to above in paragraph 38 is exhibited at [**WHJ1/117**].

**Greenpeace press releases**

43. On, and in and around, the date of the Incident, Greenpeace published a series of posts across social media and on its website, including an initial press release entitled "*Greenpeace activists scale power station's 75-metre chimney stacks to protest 'The Great Gas Rip-Off*"". I exhibit these social media posts at [**WHJ1/118-123**], and the press release at [**WHJ1/124-129**].

44. Greenpeace also published a website statement entitled "*Greenpeace power station protest: what you need to know*". This statement sets out Greenpeace's rationale for the Incident and associated demands, closely following the narrative in the Report. It includes a section "*what we're calling for*" and a section "*Greenpeace's approach to protest*", which describes the action as "a last resort" and states: "*When you see a government or company being targeted by our activists, it's a sure sign that they're refusing to stop harming people and nature, despite coming under huge pressure to do so*". I exhibit this website statement at exhibit [**WHJ1/130-136**].

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

45. I am aware of a section on Greenpeace's website titled "*Become a trained Greenpeace activist*" [WHJ1/xx]. Under "*Five things to know about being an activist*", point 5 states: "*Being an activist means taking calculated risks. Actions and protests are often illegal, so activists in some roles risk getting a criminal conviction*". I exhibit this website statement at [**WHJ1/137-152**].

46. Greenpeace advertised an in person event entitled "Northwest Regional Gathering: Gas Campaign Launch!", which took place on 27 September 2025, in Liverpool. The listing encourages volunteers to attend and that the event will "*be a great opportunity to get to know other Organisers from across the region, and to plan how to take action locally on the Gas campaign on your home turf*." I exhibit this listing at [**WHJ1/153-156**].

47. In addition, Greenpeace has publicly advertised a further event scheduled to take place on 21 October 2025 entitled "*The Great Gas Rip-Off*", which states that Greenpeace will be "*postering streets to expose the truth*" and be *"working with communities hit hardest by soaring bills to shift the balance of power"* as well as "*building an army of digital activists to shift the narrative online*". I exhibit this listing at [**WHJ1/157-160**].

**Historic trespass incidents**

48. I understand from discussions with the Claimant's solicitors that on 26 October 2009, a protest trespass incident occurred at RWE's Didcot A power station, which at the time was an operational coal fired power station. The trespass was carried out by approximately 20 people who were protesting against the burning of fossil fuels and so intended to stop or disrupt the operation of Didcot A power station. On 27 October the High Court ordered an injunction to restrain the trespass and action associated with the trespass.

49. In December 2016 a group of protestors known as "Reclaim the Power" blockaded the access road to the Claimant's coal-fired power station at Aberthaw. I exhibit an article on Reclaim the Power's website about this blockading at [**WHJ1/161-163**].

50. Aberthaw was a coal-fired power plant located in Wales with a capacity of circa 1,560 MW. It was decommissioned in 2020.

51. In April 2008 a group of protestors known as "Rising Tide" entered the Aberthaw power station and chained themselves to coal conveyors in order to disrupt

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

production. I exhibit an article on Rising Tide's website about this protest at [**WHJ1/164-165**].

52. In April 2010, protestors associated with Rising Tide blockaded the rail track which supplied Aberthaw power station with coal.

53. In June 2015, protestors associated with "Reclaim the Power" trespassed and occupied the roof of RWE Npower's headquarters in Trigonos, near Swindon. I exhibit an article on Reclaim the Power's website about this at [**WHJ1/166-172**].

54. In 2019, persons associated with Greenpeace trespassed on RWE's headquarters in Essen, Germany, interrupting board meetings that were taking place. I exhibit this press release at [**WHJ1/173-177**].

55. In June 2021, activists associated with Extinction Rebellion blocked the access road to the Claimant's Didcot B Power Station. I exhibit an online news article about this at [**WHJ1/178-186**].

**Risk of further trespass**

56. Since early 2022 there has been a marked increase in protest activity by climate change and environmental groups, including Just Stop Oil ("**JSO**"), targeting petroleum and energy infrastructure across the United Kingdom.

57. I understand from speaking with the Claimant's solicitors that, on 21 March 2022, following public statements threatening disruption and police intelligence indicating imminent protest activity, companies within the Valero group ("**Valero**") obtained an interim injunction containing prohibitions designed to protect eight oil facilities that Valero owns and/or operates.

58. Between 1 and 15 April 2022, JSO and other protest groups carried out nationwide blockades of critical oil facilities. As part of this coordinated action, protesters targeted the Oil Storage Depot at Kingsbury, Warwickshire, by blocking access roads and climbing onto oil tankers. Numerous protesters were arrested. Valero's interim injunction was renewed, and on 28 July 2023 it was replaced by a further, similar interim injunction. The judgment of Mr Justice Ritchie in Valero Logistics UK Ltd v Persons Unknown [2024] EWHC 134 (KB) (the "**Valero Injunction**") describes the Kingsbury protest and the relief granted in detail. I exhibit a copy of this judgment at [**WHJ1/187-224**].

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

59. I understand that, following the Kingsbury protests, other major oil and energy companies obtained similar injunctions to prevent unlawful protest activity at their sites. From publicly available information and following a discussion with the Claimant's solicitors, I understand that the following orders were made (claim references in brackets):

| | |
|---|---|
| Valero Energy Ltd<br><br>Valero Logistics UK Ltd<br><br>Valero Pembrokeshire Oil Terminal Ltd | QB-2022-000904 |
| Esso Petroleum Company Ltd<br><br>ExxonMobil Chemical Ltd | QB-2022-001098 |
| Essar Oil (UK) Ltd<br><br>Stanlow Terminals Ltd<br><br>Infranorth Ltd | PT-2022-000326 |
| Navigator Terminals Thames BV Ltd<br><br>Navigator Terminals Seal Sands Ltd<br><br>Navigator Terminals North Tees Ltd<br><br>Navigator Terminals Windmill Ltd | QB-2022-01139 |
| Exolum Pipeline Systems Ltd | QB-2022-001142 |
| Shell International Petroleum Company Ltd | QB-2022-001259 |
| Shell U.K. Ltd | QB-2022-001241 |
| Shell U.K. Oil Products Ltd | QB-2022-001420 |

60. From discussions with the Claimant's solicitors, I understand that most of the above injunctions have been continued and have been effective in deterring further

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

unlawful protest activity. In particular, in the Valero proceedings the Court granted a long term order (described in the judgment as "quasi final") with a duration of five years: please see paragraphs 75 and 79 on page 37 of the judgement (and page 223 of [**WHJ1**].

61. I have been informed by the solicitors acting for the Claimant that, on 25 July 2024, Drax Power Limited ("**Drax**") obtained an interim injunction imposing prohibitions against "Reclaim the Power", "Axe Drax", and persons unknown connected with those groups, in relation to Drax's biomass power station in Selby, North Yorkshire. I understand that Drax did not seek to continue that injunction after its first anniversary, but the order contained liberty to apply such that Drax may return to Court to seek further relief in materially the same terms if future protests are threatened.

62. In light of:

62.1 The increased targeting of critical national infrastructure by protestors;

62.2 The trespass by Greenpeace at the Staythorpe Power Plant despite discussions having been held and a further meeting diarised;

62.3 the aims and statements set out on Greenpeace's website, including material that incites the commission of criminal offences, as highlighted above [**WHJ1/137-152**]; and

62.4 the forthcoming event currently scheduled for 21 October 2025 referred to in paragraph 47 above [**WHJ1/157-160**],

63. I, and others within RWE, are very concerned that Greenpeace's new campaign will involve not only lawful and/or virtual protest, but also unlawful direct action, including further trespass, either at Staythorpe or any of the Large Power Stations.

64. Further, I am concerned that the publicity generated by the Staythorpe trespass incident and Greenpeace's new campaign will encourage other persons, not affiliated with Greenpeace, to target the Large Power Stations in a similarly unlawful way.

**Risk of harm**

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

65. The Claimant's staff and contractors devote significant time and expertise to ensuring that work at its power stations is undertaken safely and securely. Process safety and general safety are the Claimant's primary focus, and highly skilled, competent personnel are engaged to manage hazards so as to protect everyone working at the sites.

66. By trespassing at the Staythorpe Power Plant and climbing to the metal gantry, the protesters exposed themselves to multiple serious risks, including:

66.1 Exposure to exhaust gases emitted from the stacks, which are at high temperature, high mass flow and high velocity, and contain elevated levels of carbon monoxide, carbon dioxide and oxides of nitrogen; these factors present a significant risk of serious injury or death.

66.2 Inhalation of oxygen depleted gases, which could lead to asphyxiation or dizziness, increasing the risk of a fall from height.

66.3 Contact with high surface temperatures at the stack while the plant was operating, creating a risk of significant thermal injury.

66.4 Falls from the gantry, the steps or the stacks, with a potential for fatal injury from these heights; even a fall of a few metres onto the highest gantry could cause serious harm.

66.5 Exposure to hazardous chemicals and areas of high voltage elsewhere on site; untrained persons unfamiliar with the power station's layout and systems could inadvertently endanger themselves, others and Claimant personnel.

67. A further concern was the trespassers' possession of climbing equipment. Had they attempted to climb to the top of the stacks and/or sought to lodge themselves within the stacks to impede generation, additional risks would have arisen, including:

67.1 Becoming attached to or injured by equipment or structures at levels above the gantry that are not routinely accessed and would require specialist rescue, potentially following station shutdown, thereby exposing additional individuals (including emergency responders and site personnel) to hazards.

67.2 The risk of gas inversion (i.e. the potential for exhaust gases to downdraft the outside of the stack). The Claimant does not permit work at high-access levels of

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

the gas turbine stacks unless the station is operating at high loads and in a steady state due to this risk; meteorological conditions can also materially increase the likelihood of inversion.

67.3 The need to restrict unit operations to reduce gas concentrations in the vicinity of the protesters to protect their safety. The Claimant does not permit its own staff or contractors to access the upper stack gantry without an appropriate safety document because of the risks of gas inversion.

67.4 The protesters' lack of training in the Claimant's alarm systems and site announcements. Any site alarm, whether related or unrelated to the trespass, would have created additional challenges for the onsite team in managing the protesters' safety, with a real risk that the protesters would not respond appropriately even if warned.

**Existing security measures**

68. The Claimant has implemented extensive security measures at its Large Power Stations. Each site is enclosed by a 2.8 metre high perimeter security fence (shown hashed black on the plans appended to the witness statement of Rachel Smith), which is either palisade or chain link fencing with anti-climb topping. The perimeter fence line and critical assets are monitored by CCTV and protected by security lighting, under the control of the Claimant's security team.

69. Detection systems are deployed around critical assets, automated access control systems are in operation, and manned guarding is maintained at key locations.

**Enhanced security measures**

70. In response to the threat of further trespass incidents, the Claimant has increased security across its power stations, including more frequent patrols, posting guards at main access points, reducing entry to the Large Power Stations to single lanes by creating chicaned entry (by closing the outer gate), increasing guarding across day and night shifts, strengthening liaison with local police forces and conducting full searches on entry.

**Potential disruption in the event of further trespass**

71. In order to detail the potential consequences for the stability of the National Grid in the event of a further trespass, it is necessary to provide a brief overview of (i)

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

RWE Supply & Trading GmbH and its relationship with the Claimant, (ii) the electricity system in Great Britain (iii) the electricity market and system operation and (iv) the importance of the Claimant's Power Stations to the National Grid.

**RWE Supply & Trading**

72. RWE Supply & Trading GmbH is a subsidiary within the RWE group of companies (RWE). It is the interface between the RWE group's generation portfolio (including the Claimant) and the energy markets, and is responsible for trading electricity, gas, commodities and CO2 emission allowances on behalf of the group.

73. RWE Supply & Trading's trading specialists in the UK collaborate closely with the operating units of the Claimant in relation to commercial optimisation and market interface.

74. The Claimant sells electricity from its GB power stations via intra group arrangements to RWE Supply & Trading, which then sells that electricity in wholesale markets and/or to the National Energy System Operator, as applicable. This explanation is based on my role and on information provided by colleagues within RWE Supply & Trading and the Claimant.

**The GB electricity system**

75. The electricity system in Great Britain (GB) comprises generation, transmission and distribution stages. In outline: (a) power stations generate electricity; (b) substations transform voltages for safe use; (c) transmission lines (on towers/pylons) transport power at high voltage across GB to grid supply points; and (d) distribution networks deliver electricity at lower voltages to end consumers.

76. The GB electricity transmission system (the System) operates synchronously at a target frequency of 50 hertz (Hz). Electricity can be transported across the System so that supply can meet demand in different locations at any given time.

77. Maintaining system frequency close to 50 Hz requires continuous, real time balancing of supply and demand. This is a highly dynamic process requiring constant, second-by-second monitoring and prompt adjustment.

**The GB electricity market and system operation**

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

78. In summary: (a) generators (including the Claimant) decide how much to produce, taking account of market prices, physical constraints and instructions from the system operator; (b) electricity is traded bilaterally and on exchanges across different timeframes (forward/hedging, day ahead, intra day); and (c) residual imbalances are managed in real time.

79. The National Energy System Operator ("**NESO**"), formerly the Electricity System Operator within National Grid, is responsible for real time operation and balancing of the GB transmission system. NESO forecasts demand, assesses available generation and issues instructions to generators and other providers to balance the System and maintain frequency.

80. To do this, NESO procures and utilises a range of balancing and ancillary services (including frequency response and reserve services) and takes actions in the Balancing Mechanism. Providers must be able to respond rapidly to instructions, sometimes within seconds, to address sudden changes in demand or supply.

81. The precise volumes of reserve and response that NESO secures vary by season, time of day and system conditions. The purpose of those services is to ensure that sudden losses of generation or changes in demand can be managed so that frequency remains within statutory limits around 50 Hz.

**The Claimant's GB Power Stations**

82. Each Large Power Station uses natural gas as its primary fuel. I have already set out the key features of each station in paragraphs 13 to 20 above, and I exhibit a document which shows the figures for thegross/generated capacity for each station at [**WHJ1/225**]. These figures are also set out in the table in paragraph 7 above, and for the Small Power Stations in the table in paragraph 9 above.

83. In aggregate, the Power Stations provide several gigawatts (GW) of installed capacity to the GB System.

84. The availability of the Power Stations to generate when instructed contributes materially to the secure and efficient operation of the GB System, particularly at times of system stress or during peak demand.

**Potential disruption to the GB System from future protests**

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

85. The GB System is a wide synchronous electricity generation system. The physics of the design of such a system mean it can only be operated effectively in an extremely finely-balanced way. To give a practical example, each time someone switches on a light in a home, the system's frequency will respond and a power station will respond by adjusting its output to restore the frequency back to 50 hertz. When the light is switched off, a power station will adjust again to maintain the balance. It therefore takes very little to disturb the system and create an imbalance. If the frequency even fluctuates 0.2 hertz above or below 50 hertz, this must be reported, and if it fluctuates 0.5 hertz above or below 50 hertz, the system is unstable and the UK Government will get involved.

86. To deal with this fine-balancing, NESO have the reserves I mention above. I exhibit a document which shows the procured megawattage of electricity NESO held for each of its reserves as at 7am on 22 September 2025 at [**WHJ1/226-227**].

87. The Power Stations form part of the UK's critical national infrastructure. They are material CCGT assets on the GB System.

88. If protestors trespassed onto any of the Large Power Stations, the Claimant would obviously have to take measures to try to ensure the safety of those protestors and its employees and engineers. These measures could result in the Claimant having to shut down its electrical generating systems and take them off-line, which would result in the Claimant being forced to reduce, or stop, output. In such a scenario, the Claimant would obviously try to take its systems off-line in a phased and controlled way. Doing this would avoid a sudden and unpredictable loss in electricity generation.

89. However:

(a) It is entirely foreseeable that the Claimant might have to do a complete shut-down of its equipment very quickly. If it was forced to do this at one or more of the Large Power Stations then – by virtue of these stations' critical importance to the GB System – it would result in a significant loss of supply of electricity. This could require NESO to take balancing actions, including calling on reserve and response services, instructing alternative generators, and/or managing demand.

Staythorpe Power Station has an installed gross/generated capacity of approximately 1,787 MW per day. If it was forced to stop output,

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

then based on the figures set out in [**WHJ1/226-227**], there would be a loss of supply to the GB System greater than the amount NESO will have procured in its fast-acting frequency response. This would result in NESO having to rebalance the GB System by removing demand, resulting in consumers being left without power.

(b) In the most critical scenario, the loss of output could be greater than the reserves available to NESO. If this happened, frequency would fall, and automatic low frequency demand disconnection schemes would need to be triggered to arrest the fall in frequency, resulting in customers being disconnected and left without electricity for a period.

(c) Even if the Claimant was able to do a controlled, phased shut down of its on-site equipment, the consequences I mention above in paragraph 89.(b) could still also occur due to circumstances outside of the Claimant's control. Because the GB System is a nationwide grid dependent on multiple generators to produce electricity, if (say) there was not much wind on a particular day, or an offshore generator tripped, these factors – along with the even controlled shut down of a Large Power Station – could combine to cause the same result.

(d) To extend the point in paragraph 89 (c) above, this could also happen if the was coordinated and simultaneous protester action taken at multiple Large Power Stations.

90. Overall, the GB System is designed to have the Claimant's six Large Power Stations in operation producing the gross capacity of electricity to supply to the grid. If one or more of those Large Power Stations was forced to reduce or stop generating electricity, whether or not in controlled, phased way, it has the potential to significantly disrupt the Grid.

91. Some examples of such disruption, from publicly available reports, are as follows:

91.1 On 27 May 2008, there was a near simultaneous loss of generation at Longannet Power Station (Fife) and Sizewell B Power Station (Suffolk). The event exceeded available reserves, and automatic low frequency relays operated to arrest the frequency fall (to approximately 48.8 Hz). Approximately 546 MW of demand was automatically disconnected, affecting around 500,000–550,000 customers for 20–

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

63 minutes. I exhibit at [**WHJ1/228-264**] the National Grid report on this incident, with the impacts summarised at page 3 of the report (or page 230 of [**WHJ1**]).

91.2 On 9 August 2019, a lightning strike caused a fault on the transmission network. A number of embedded generators disconnected, and there were near simultaneous issues at Hornsea Offshore Wind Farm and Little Barford Power Station. Frequency fell to about 48.8 Hz and automatic low frequency demand disconnection operated. I exhibit at [**WHJ1/265-301**] the technical report commissioned by Ofgem, which records at page 5 (or page 268 of [**WHJ1**] that approximately 1.1 million customers were without power, rail services were disrupted (including at Farringdon and King's Cross) and other critical facilities (including Ipswich Hospital and Newcastle Airport) were affected.

92. The purpose of these examples is to illustrate, by reference to official reports, that sudden and material losses of generation can result in automatic demand disconnection and widespread disruption if they exceed available balancing headroom. It is therefore important, from a system security perspective, that major power stations (such as the Large Power Stations) are able to operate without unlawful interference.

**Financial impact of future protests on the Claimant**

93. Based on my role and discussions with colleagues in operations and trading, I understand the following:

94. If protestors were to gain access to certain operational areas, the Claimant may be required to reduce output or shut down units for safety reasons. Any damage to on-site infrastructure could prevent the station(s) from generating until repairs are completed.

95. The Claimant's output is sold via RWE Supply & Trading under intra group arrangements. RWE Supply & Trading sells power forward and in short term markets to match expected generation. If generation is reduced or lost unexpectedly, RWE Supply & Trading may need to buy power back at prevailing market prices or settle imbalances at imbalance prices. In periods of system stress, these prices can be significantly higher than normal wholesale prices. This results in direct financial loss to the group.

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

96. Depending on timing and duration, an unplanned loss of generation can also affect the group's ability to deliver contracted ancillary services and may give rise to charges or non-delivery consequences under applicable market rules and contracts.

97. The Claimant would also incur direct costs responding to any incident (including site security and safety measures) and repairing any damage (for example, to perimeter fencing or to any structures used as climbing points). The costs of repairing damage to operational plant and associated downtime could be significant.

**Need for an injunction**

98. I am concerned that, notwithstanding the enhanced measures described in paragraph 70 above, that without an injunction in place, these existing measures will not adequately protect against the risk of future protests, the associated risks described above, and the potential consequences for the stability of the National Grid detailed in paragraphs 85 – 92 of this statement, for the following reasons:

98.1 Power stations are an obvious target for protesters in light of past incidents, the recent trespass at Staythorpe, and Greenpeace's latest campaign and associated activities described in paragraphs 43 – 47 of this statement.

98.2 All of the Claimant's power stations have extensive perimeter fence lines (between approximately 1 km and 3 km) that cannot be constantly monitored end to end. Their remote locations provide opportunities for protesters to establish lying up areas outside the perimeter and to stage equipment to defeat fencing, whether by climbing over or cutting through. Perimeter fencing is designed to delay a trespasser; the types of fencing currently used by the Claimant can offer only limited resistance to a determined intruder. Recent protester tactics include bypassing anti climb toppings by placing materials such as carpets over them to facilitate climbing.

98.3 No prior notice was given before the recent trespass at Staythorpe Power Plant, despite the fact that the Claimant had held The Meeting (referred to in paragraph 34 and that the Follow-Up Meeting (paragraph 35) had been diarised. Further, the recent correspondence received from Greenpeace (referred to in paragraph 40 leads me to believe that no advance notice will be given for any future protest. The

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

absence of notice prevents the Claimant from making specific preparations and risks significant disruption.

98.4 The grant of an injunction would provide an effective deterrent to activists who might otherwise contemplate direct action, given that, from what I understand from having discussed this matter with the Claimant's solicitors, such injunctions obtained in respect of similar sites appear to have been effective in deterring trespass and nuisance at those sites,

98.5 It would appear that existing legislation, including section 7 of the Public Order Act 2023, was not sufficient to deter the protesters from trespassing at Staythorpe Power Plant and the other sites that constitute key national infrastructure under that legislation, since coming into force on 2 July 2023.

98.6 Damages would not be an adequate remedy if the conduct sought to be restrained were to occur, because:

(1) There are substantial health and safety risks to the Claimant's staff, the emergency services and the protesters themselves.

(2) There is potential disruption to the supply of power to the National Grid.

(3) The First Defendant comprise a class of unknown individuals; even if individual protesters could be identified, I have seen no evidence and have no reason to believe they could satisfy any substantial award of damages.

99. In seeking the injunction the Claimant does not seek to stifle debate concerning the cost of utilities or related issues.

100. The injunction, if granted, would not prevent lawful protest activity outside the perimeter of any of the Claimant's power stations.

101. The Claimant seeks to ensure that there are no health and safety issues arising from trespass at its sites and that its operations are not disrupted by unlawful behaviour, given the potential wider implications for the stability of the National Grid.

**Persons Unknown**

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

102. I am informed and believe that the Claimant does not know, and cannot reasonably ascertain, the identities of any individuals who intend to engage in unlawful direct action at the Large Power Stations.

103. While the Claimant does not know the identities of those likely to be directly involved in the activities which the injunction seeks to restrain. Of the 12 people arrested following the trespass at the Staythorpe Power Plant, I am only aware that one of them has been named in a Greenpeace article. I am not aware of the names of any of the other trespassers arrested. Following discussions with the Claimant's solicitors, it was concluded that it is not necessary to seek to identify those individuals and add them as named defendants to this claim, as the conditions attached to their bail (detailed in paragraph 23 above) renders them as very unlikely to breach the terms of the injunction being sought.

**Without Notice**

104. I believe it is necessary to make this application without prior notice to the Second Defendant and Persons Unknown (by the methods proposed below). I recognise that this is an exceptional step, but there are compelling reasons:

104.1 As set out in the paragraph 40 of this witness statement, I believe that there is a real risk that if the Second Defendant or Persons Unknown were notified in the usual way, any of the Large Power Stations could be deliberately targeted and direct action undertaken before any injunction could be obtained, thereby defeating the purpose of the relief sought. Greenpeace have made it clear that they are willing to take direct action despite the fact that the Claimant is on-going dialogue with them in respect of their concerns. In particular, the Greenpeace have reminded the Claimant that they adopt "*inside/outside"* strategies involving direct action whilst discussions are ongoing [**WHJ1/113-116**].

104.2 The prospect of direct action is of serious concern for the reasons already detailed in this witness statement: significant health and safety risks around the Large Power Stations, potential disruption to the stability of the National Grid, and financial loss. If notice of this claim were to accelerate or precipitate direct action, it would generate the very harms the Claimant seeks to prevent.

**Full and Frank Disclosures**

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

105. As this is a without-notice application, I am aware of the Claimant's duty of full and frank disclosure. I confirm that the Claimant has been advised by its solicitors of the need to disclose all facts and matters which, after reasonable enquiry, it knows or could with reasonable diligence ascertain and which might affect the Court's decision whether to grant the order or the terms upon which any order should be made.

**Service**

106. Other than the Second Defendant, there is presently no other identified defendant on whom service can be effected. Of the 12 people arrested following the trespass at the Staythorpe Power Plant, I am only aware that one of them has been named in a Greenpeace article. I am not aware of the names of any of the other trespassers arrested.

107. I understand from discussing this matter with the Claimant's solicitors that, following the Supreme Court's decision in *Wolverhampton City Council v London Gypsies & Travellers* [2024] 2 WLR 45, that the methods of service referred to in paragraph 108 below have been used on similar injunctions recently. The Claimant therefore seeks an order dispensing with service of the Claim Form, the application for an injunction and any order made on the First Defendant (Persons Unknown) and to enable service by email on the Second Defendant.

108. The Claimant proposes to take the following steps in respect of the Claim Form, the application notice and any order:

108.1 Uploading copies of all court documents to a dedicated webpage at https://uk.rwe.com/injunction;

108.2 Affixing prominent warning notices at each of the locations marked with small blue squares" on Plans 1B to Plan 6B (inclusive), which I exhibit at [**WHJ1/302-307**], predominantly on the perimeter fence and, where necessary, on stakes placed in the ground, stating:

(1) that proceedings have been issued;

(2) that an injunction is in force covering each relevant Large Power Station;

(3) that the court documents may be viewed online (with the URL), and that copies can be obtained from the Claimant's solicitors (with contact details);

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

108.3 Sending emails to:

(1) getactive.uk@greenpeace.org (the email address related to the Great Gas Rip Off campaign on the Greenpeace website; and

(2) press.uk@greenpeace.org (the press enquiry addresses published on the Greenpeace website)

(3) info.uk@greenpeace.org (the email address as published on Greenpeace's social media).

108.4 A draft of the proposed warning notice will be provided for the Court's approval at the hearing.

109. I believe these are reasonable and effective steps to bring the proceedings, the application notice and any order to the attention of the Second Defendant and Persons Unknown.

110. I understand that the purpose of this witness statement is to set out matters of fact of which I have personal knowledge. I understand that it is not my function to argue the case, either generally or on particular points, or to take the court through the documents in the case.

**CROSS-UNDERTAKING IN DAMAGES**

111. Although I cannot foresee any way in which anyone affected by the injunction could suffer loss or damage, I am authorised on behalf of the Claimant to provide the necessary cross-undertaking to pay any sum which the Court considers appropriate to compensate anyone affected by the proposed injunction if it is subsequently determined that the Claimant is not entitled to the order which they seek.

112. The audited accounts for the Claimant for year ending 31 December 2024 which I exhibit at [**WHJ1/308-377**] show a Gross Profit of £401 million and a Turnover of £1,587 million.

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

**CONFIRMATION OF COMPLIANCE**

This witness statement sets out only my personal knowledge and recollection, in my own words. On points that I understand to be important in the case, I have stated honestly (a) how well I recall matters and (b) whether my memory has been refreshed by considering documents, if so how and when. I have not been asked or encouraged by anyone to include in this statement anything that is not my own account, to the best of my ability and recollection, of events I witnessed or matters of which I have personal knowledge.

Signed: ..... Signed by: 48E74C720702431...

**STATEMENT OF TRUTH**

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Dated: 1st October 2025

Signed: ..... Signed by: 48E74C720702431...

Full name: William Henry Jeffery .....

**CERTIFICATE OF COMPLIANCE**

1. I am the relevant legal representative within the meaning of Practice Direction 57AC.

2. I am satisfied that the purpose and proper content of trial witness statements, and proper practice in relation to their preparation, including the witness confirmation

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

required by paragraph 4.1 of Practice Direction 57AC, have been discussed with and explained to William Henry Jeffery.

3. I believe this trial witness statement complies with Practice Direction 57AC and paragraphs 18.1 and 18.2 of Practice Direction 32, and that it has been prepared in accordance with the Statement of Best Practice contained in the Appendix to Practice Direction 57AC.

Signed by:
Signed: Donal Kelly
F9706FE3BB1F463...

DONAL PATRICK KELLY
Name: .....

Legal Director
Position: .....

30 September 2025
Date: .....

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

On behalf of: Claimant
Witness: William Henry Jeffery
No. of witness statement: 1
Exhibit(s): WHJ1
Date made: ~~30 September 2025~~
1 October 2025

**Claim No.**

**IN THE HIGH COURT OF JUSTICE**

**CHANCERY DIVISION**

**PROPERTY, TRUST AND PROBATE LIST**

**BETWEEN:**

**RWE Generation UK PLC**

**Claimant**

**and**

**(1) PERSONS UNKNOWN WHO WITHOUT THE CLAIMANT'S PERMISSION ENTER OR REMAIN UPON THE PREMISES DESCRIBED IN THE CLAIM FORM, OR WHO DAMAGE OR DEFACE ANY OF THOSE PREMISES OR ANY PART OF THEM, FOR THE PURPOSES OF PROTEST WHETHER IN SUPPORT OF ANY GREENPEACE CAMPAIGN OR OTHERWISE**

**(2) Greenpeace UK Limited**

**Defendants**

---

**EXHIBIT WHJ1 TO FIRST WITNESS STATEMENT OF WILLIAM HENRY JEFFERY**

---

This is the exhibit marked "**WHJ1**" referred to in the Witness Statement of William Henry Jeffery dated ~~30 September 2025.~~
1 October 2025

Signed by:
48E74C7207024...

**WILLIAM HENRY JEFFERY**

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

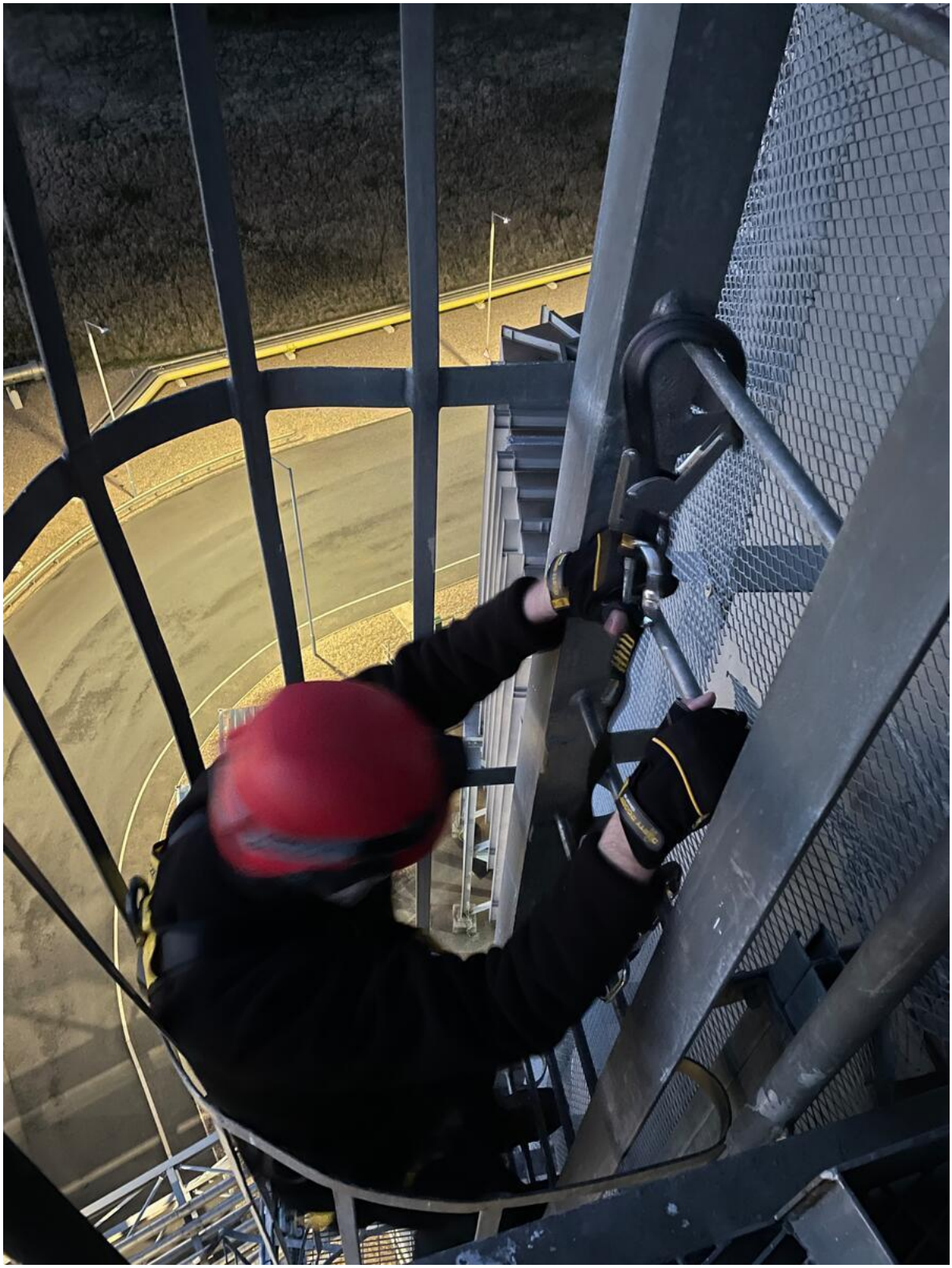

| No. | Document | Page(s) |
|---|---|---|
| 1. | Photographs of trespassers | 1 – 48 |
| 2. | News publication from Nottinghamshire Police's website confirming trespassers released on conditional bail<br><br>https://www.nottinghamshire.police.uk/news/nottinghamshire/news/news/2025/september/further-arrests-after-power-station-protest/ | 49 – 51 |
| 3. | Excerpt from Greenpeace International's website about its values<br><br>https://www.greenpeace.org/international/about/values/ | 52 – 57 |
| 4. | Archived article from Greenpeace's website about protest at Kingsnorth Power Station<br><br>https://web.archive.org/web/20171013162645/http://www.greenpeace.org/international/en/news/features/kingsnorth-coal-plant-protest071008/ | 58 |
| 5. | Guardian Newspaper article about Greenpeace protesters gaining entry to part of Kingsnorth Power Station using boats<br><br>https://www.theguardian.com/environment/2008/oct/29/kingsnorth-climatechange | 59 – 60 |
| 6. | Guardian Newspaper article about Greenpeace protesters boarding coal ship bound for Kingsnorth Power Station<br><br>https://www.theguardian.com/environment/2009/jun/22/greenpeace-kingsnorth-coal-protests | 61 – 63 |
| 7. | BBC News Article about Greenpeace protest at Forth Road Bridge<br><br>https://www.bbc.co.uk/news/articles/cp868llxlnxo | 64 – 72 |
| 8. | Greenpeace and Stonehaven Report | 73 – 112 |
| 9. | Chain of email correspondence – 22 September 2025 – 25 September 2025 | 113 – 116 |
| 10. | Communication from Mel Evans to RWE workers – 22 September 2025 | 117 |
| 11. | Social media posts | 118 – 123 |

Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

| | | |
|---|---|---|
| 12. | Greenpeace press release<br><br>https://www.greenpeace.org.uk/news/greenpeace-activists-scale-power-stations-75-metre-chimney-stacks-to-protest-the-great-gas-rip-off/ | 124 – 129 |
| 13. | Greenpeace website statement "Greenpeace power station protest: what you need to know<br><br>https://www.greenpeace.org.uk/news/staythorpe-power-station-protest-great-gas-rip-off/#:~:text=What%20happened%3F,a%20fraction%20of%20our%20power. | 130 – 136 |
| 14. | Greenpeace website statement "Become a trained Greenpeace activist"<br><br>https://www.greenpeace.org.uk/volunteering/direct-action/ | 137 – 152 |
| 15. | Advertisement listing for Greenpeace's in person event "Northwest Regional Gathering: Gas Campaign Launch!" | 153 – 156 |
| 16. | Advertisement listing for Launch Call: The Great Gas Rip Off! | 157 – 160 |
| 17. | Reclaim the Power website article about the blockading of the Aberthaw Power Station<br><br>https://reclaimthepower.org.uk/endcoalnow/aberthaw/actionagreement/ | 161 – 163 |
| 18. | Rising Tide website article about the protest at the Aberthaw Power Station<br><br>https://www.risingtide.org.uk/index.php/?page=12 | 164 – 165 |
| 19. | Reclaim the Power website article about the occupation of the roof of RWE Npower's headquarters in Tigonos, near Swindon<br><br>https://reclaimthepower.org.uk/press-releases/rooftop-occupation-rwe-npowers-hq-in-swindon/ | 166 – 172 |
| 20. | Greenpeace Press Release about trespass at RWE's headquarters in Essen, Germany<br><br>https://www.greenpeace.org/international/press-release/22536/greenpeace-activists-crash-energy-giant-rwe-with-urgent-call-to-quit-coal/ | 173 – 177 |

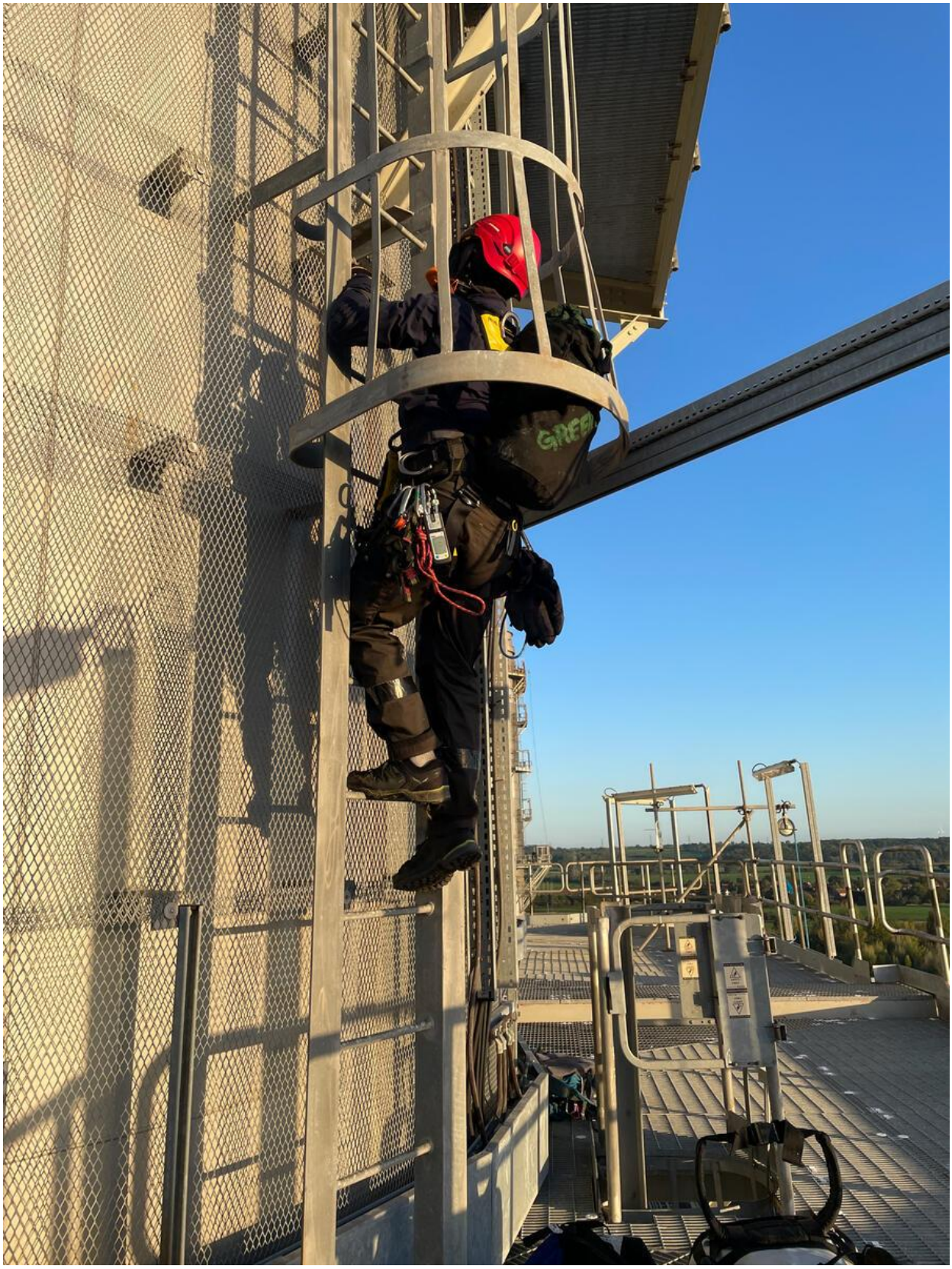
Docusign Envelope ID: B9B9E1BF-F9D0-4E6B-9794-D04A4227E1A0

| | | |
|---|---|---|
| 21. | Oxford Mail online article about Extinction Rebellion blocking access road to Didcot B Power Station<br><br>https://www.oxfordmail.co.uk/news/19356774.extinction-rebellion-block-didcot-power-station-access-road/ | 178 – 186 |
| 22. | Copy of Valero Logistics UK Ltd v Persons Unknown [2024] EWHC 134 (KB) | 187 – 224 |
| 23. | List the Claimant's Large Power Stations with gross/generated capacity figures for each | 225 |
| 24. | Details of NESO reserves as at 7am on 22 September 2025 | 226 – 227 |
| 25. | National Grid Report about incident on 27 May 2008 | 228 – 264 |
| 26. | Ofgem Report about incident on 9 August 2019 | 265 – 301 |
| 27. | Plans 1B – 6B | 302 – 307 |
| 28. | RWE Generation UK PLC Annual Report and Financial Statements for the Year Ended 31 December 2024 | 308 – 377 |

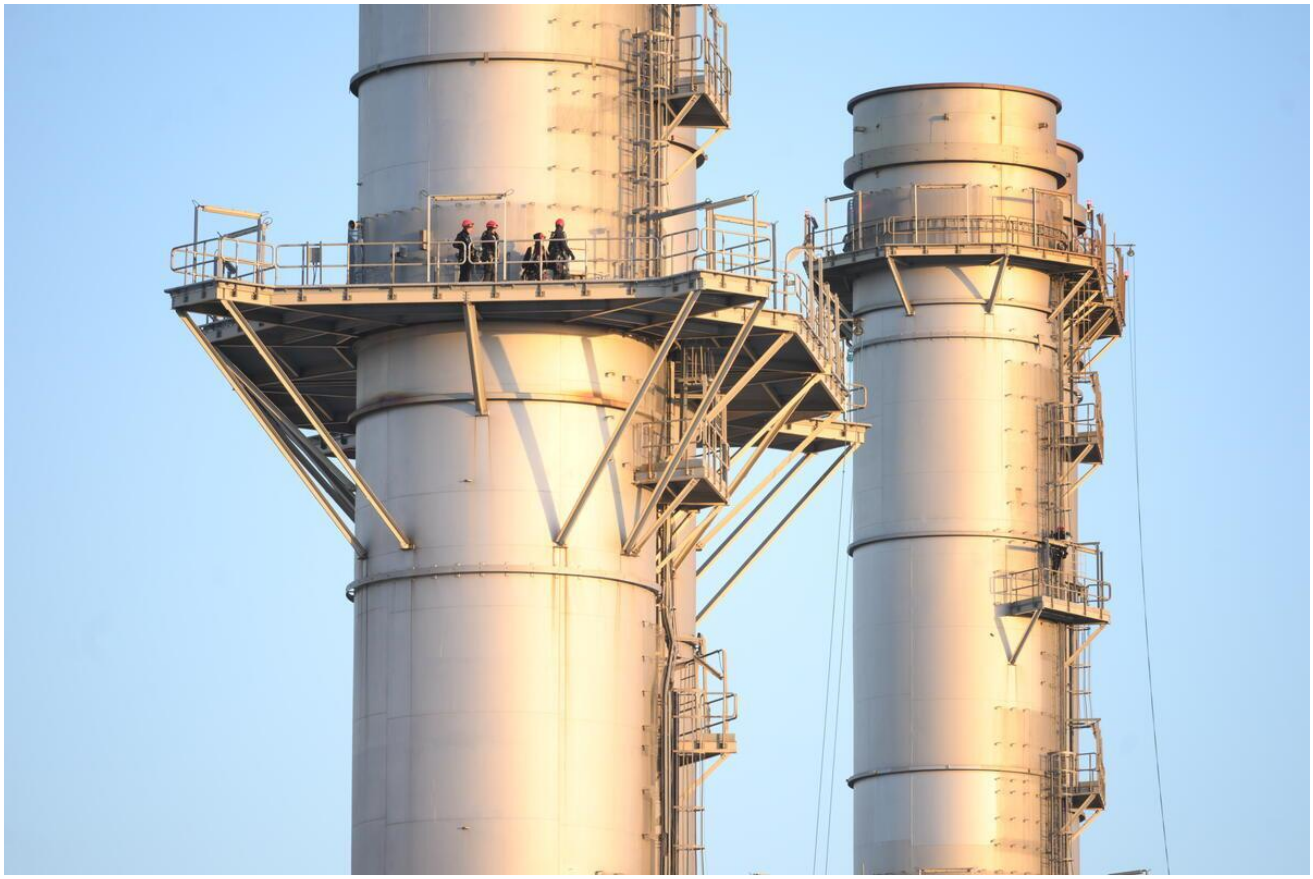


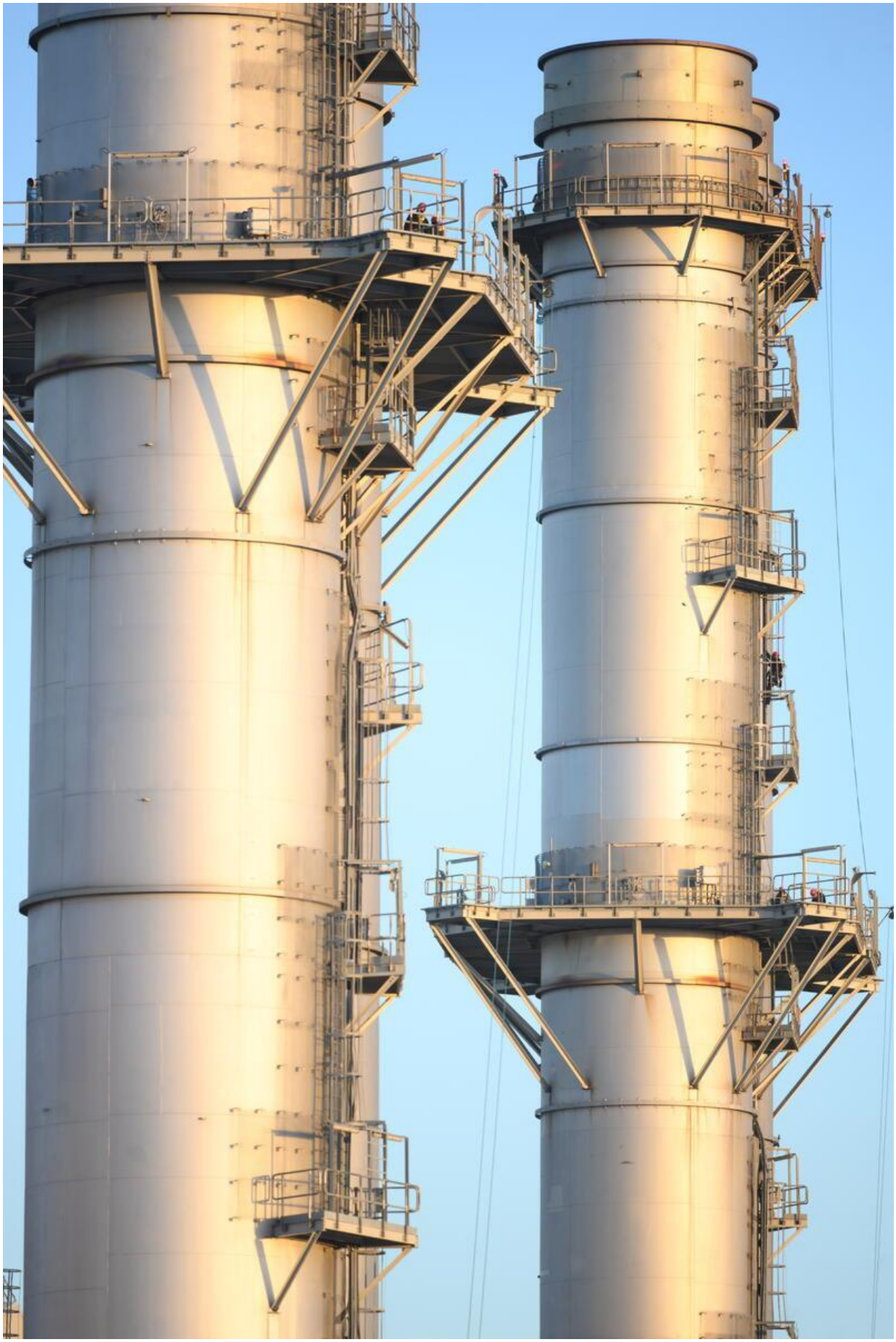
20
GAS OIL

20
GAS OIL
10
GAS OIL



GREAT
GAS
RIP-OFF
HOW ON!

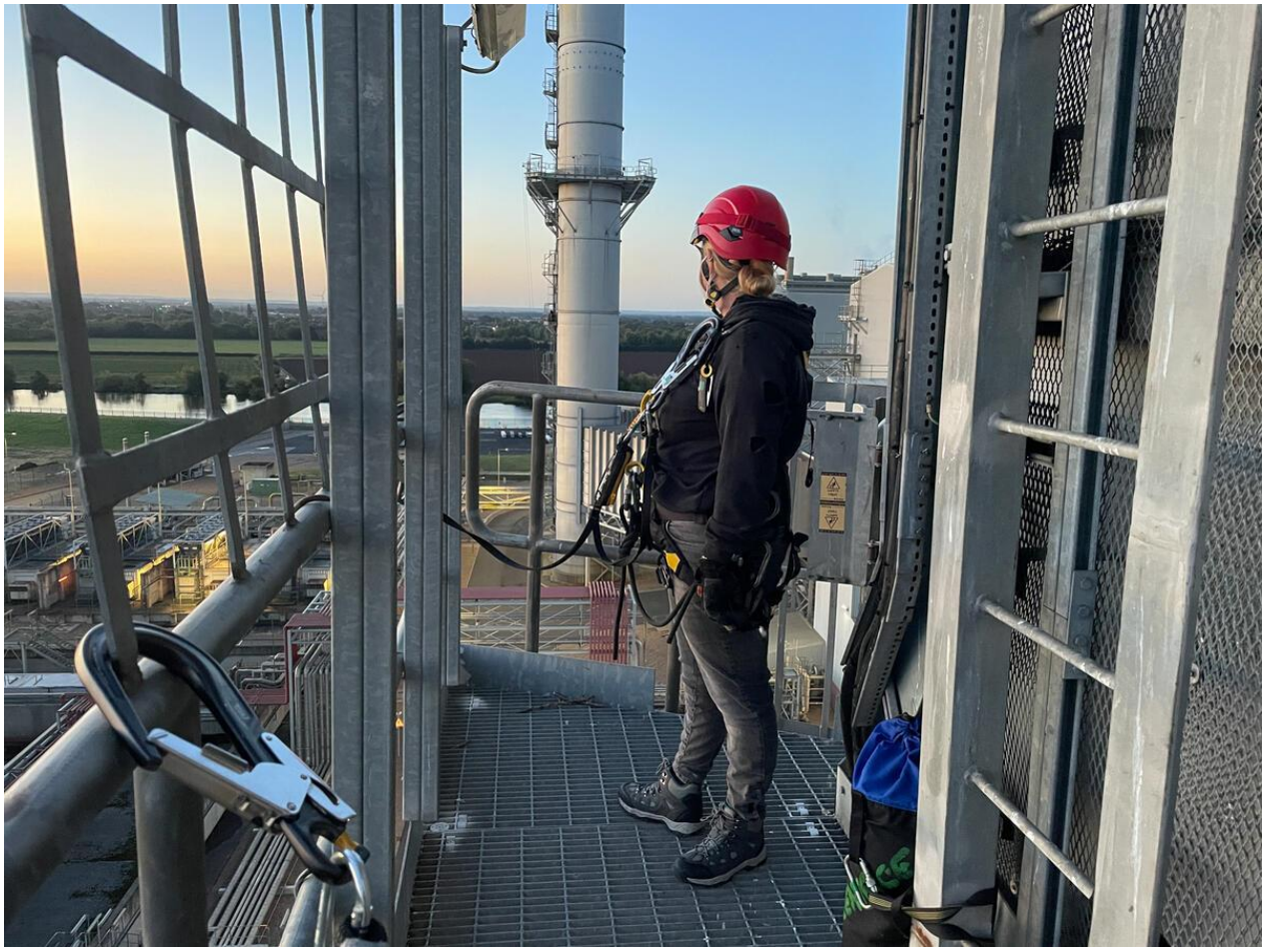




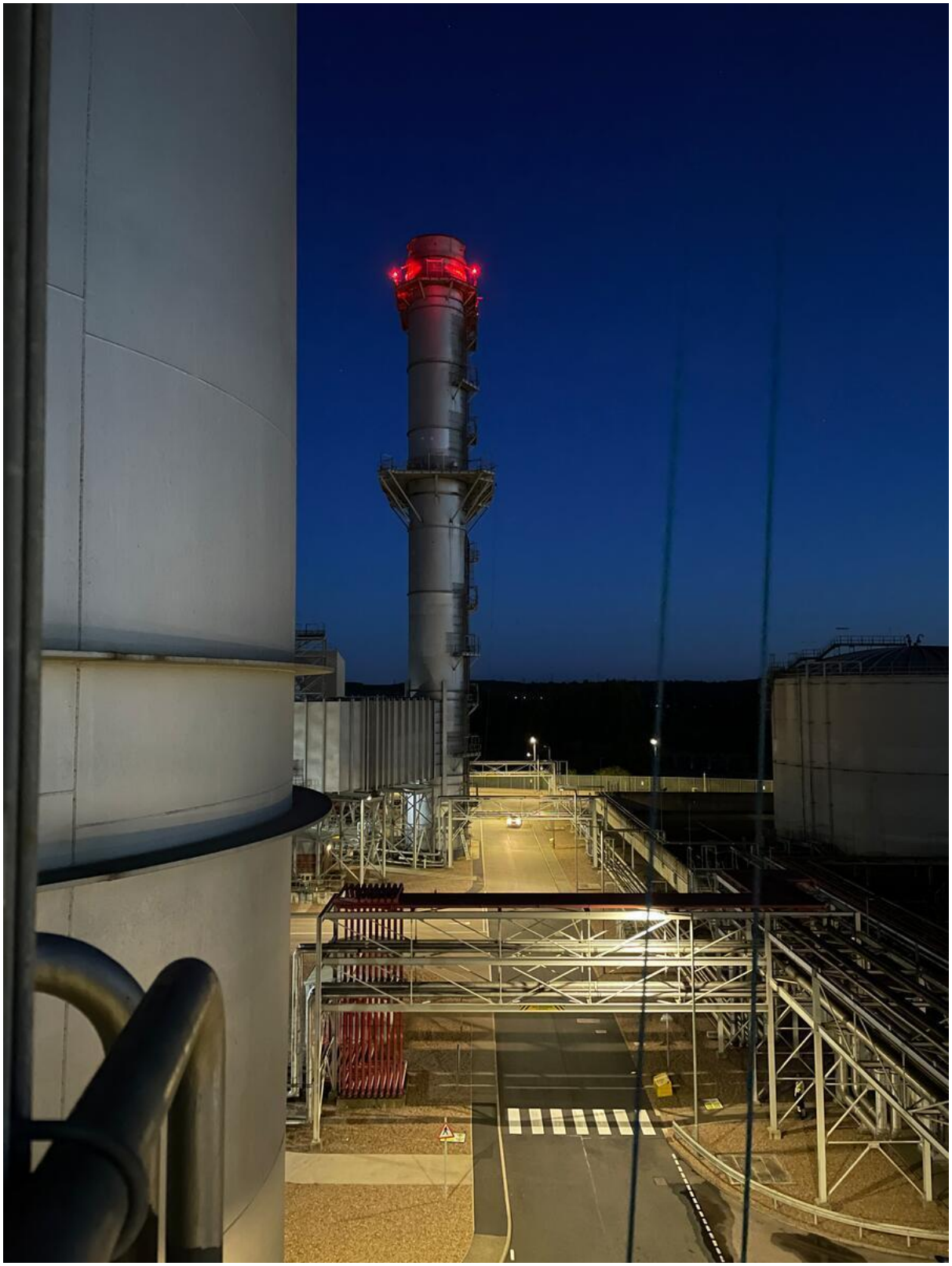
GREAT
GAS
RIP-OFF
NOW ON!

10
GAS OIL

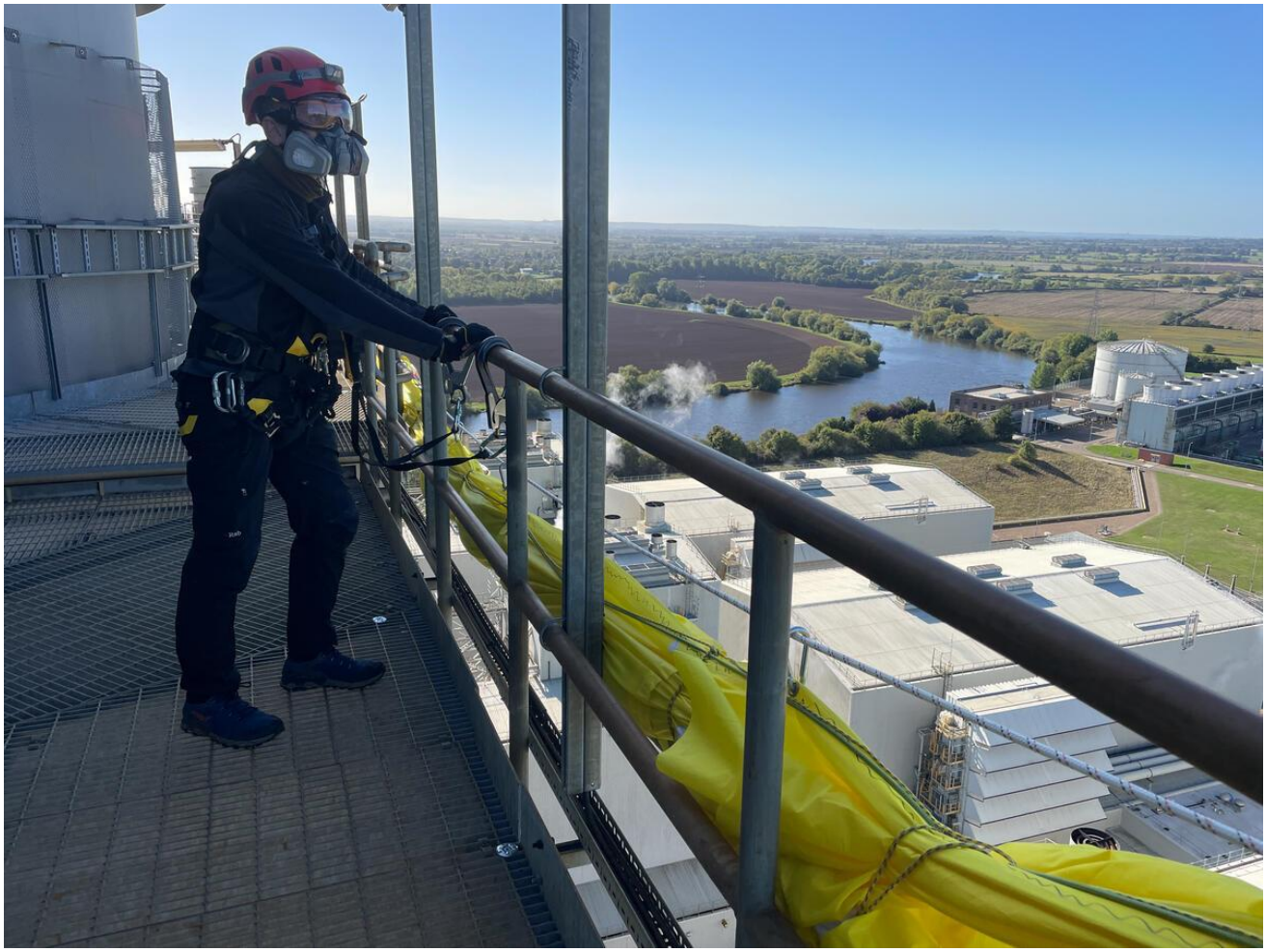
10
GAS OIL

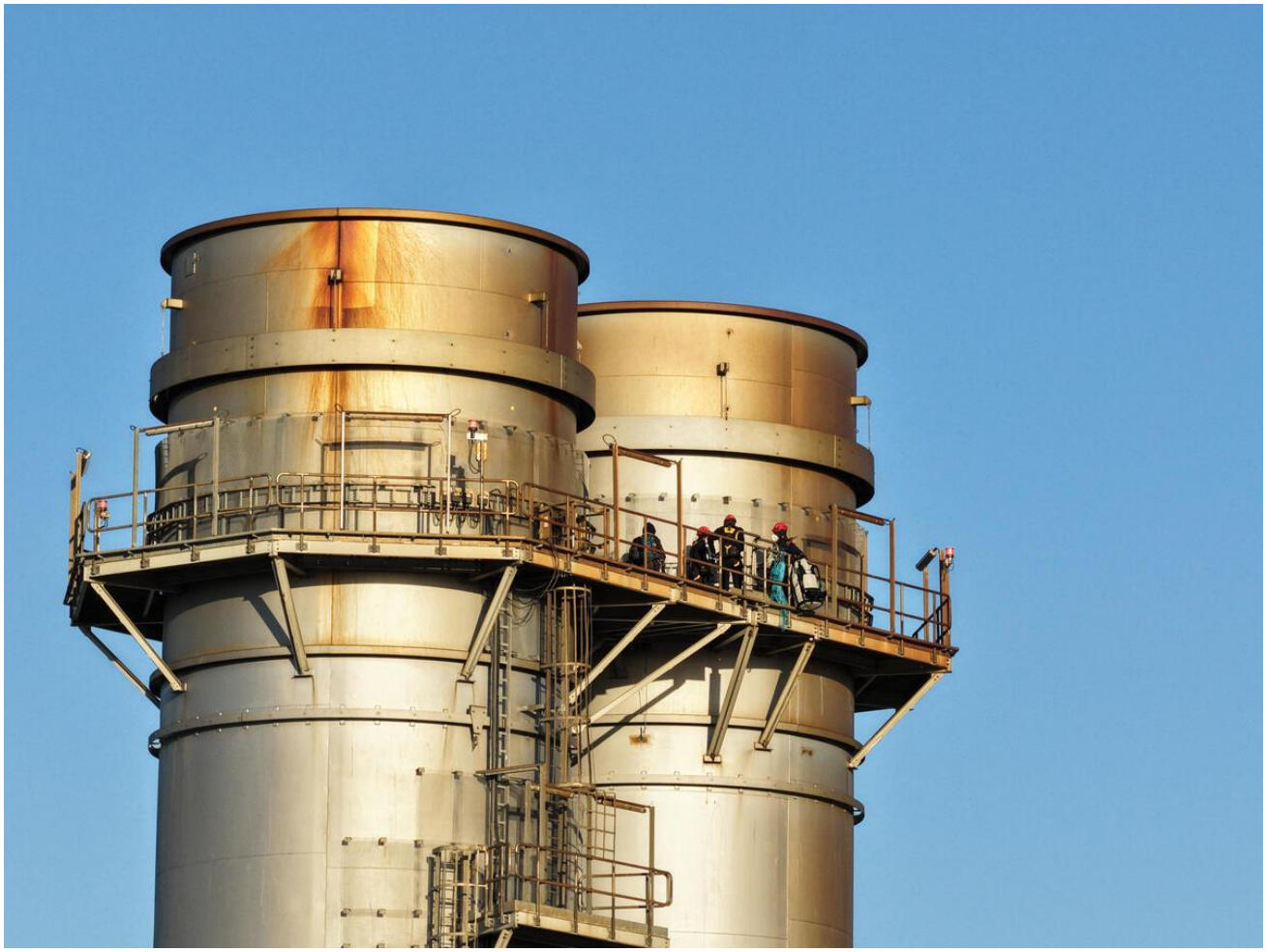


Black Diamond



GREENPEACE
Buff





The GREAT GAS RIP-OFF
NOW ON!
GREENPEACE

The
GREAT
GAS
RIP-OFF
NOW ON!
GREENPEACE

GREAT
LIP-OFF

GREAT

GREAT
GAS
RIP-OFF

Ridgeline

GREAT
GAS
RIP-OFF
NOW ON!

THE
GREAT
GAS
RIP-OFF
HOW ONE

GREENPEACE
The GREAT GAS RIP-OFF
NOW ON!
GREENPEACE
GREENPEACE

## Cookies

We use some essential cookies to make our website work. We'd like to set additional cookies so we can remember your preferences and understand how you use our site.

You can manage your preferences and cookie settings at any time by clicking on "Customise Cookies" below. For more information on how we use cookies, please see our Cookies notice.

Accept cookies | Reject cookies | Customise cookies

Your cookie preferences have been saved. You can update your cookie settings at any time on the cookies page.


Your cookie preferences have been saved. You can update your cookie settings at any time on the cookies page.

Close

Sorry, there was a technical problem. Please try again.

# Further arrests after power station protest

Published: 11:00 24/09/2025

Four additional suspects have been arrested after protestors climbed chimneys at a power station.

Police were called in the early hours of Monday morning to Staythorpe Power Station near Newark.

Officers engaged with the protestors and four came down shortly before midday.

The remaining four came down shortly after 4.30pm.

All eight were arrested and have now been released on conditional bail.

Three men, aged 68, 60 and 36, and a 40-year-old woman were arrested yesterday (Tuesday) afternoon on suspicion of interfering with the use / operation of key national infrastructure.

They have also been released on bail.

Detective Inspector James Oakton, of Nottinghamshire Police, said:

> “This was a resource intensive incident, and we are currently working with the site’s owners to ensure there are no further breaches of security.

> “An investigation into what happened is ongoing and we have now identified four additional suspects.

> “Anyone with additional information about this incident is asked to call 101 quoting incident 74 of 22 September 2025.”

# Our values

Greenpeace is a network of independent organisations, which uses peaceful, creative confrontation to expose global environmental problems, and develop solutions for a green and peaceful future.

Our work is based on a number of principles. They are reflected in all our campaigns, and they guide whatever we do, wherever we do it.

to you on our work.

Learn more


- Our Mission
- Our Core Values
- Fundraising Principles
- Transparency and Accountability
- Integrity System
- Equity, Diversity and Inclusion


# Our Mission

Our goal is to ensure the ability of the earth to nurture life in all its diversity.

That means we want to:

- **protect** biodiversity in all its forms
- **prevent** pollution and abuse of the earth's ocean, land, air and fresh water
- **end** all nuclear threats
- **promote** peace, global disarmament and non-violence

# Our Core Values

**Personal responsibility and nonviolence.** We take action based on conscience. This means we are accountable for our actions and take personal responsibility. We are committed to peacefulness; everyone on a Greenpeace action is trained in nonviolence.

**Independence.** We do not accept money from governments, corporations or political parties. Individual contributions, together with grants from foundations, are the only source of our funding.

aims. Reverse course, and we will be back. What matters isn't words, but actions.

**Promoting solutions.** It's not enough for us to point the finger; we develop, research and promote concrete steps towards a green and peaceful future for all of us.

## Fundraising Principles

At Greenpeace we are honoured that our work is funded almost entirely by donations given to us by passionate individuals from all over the world who care about the planet and want to help us create change, and by grants from private foundations who share our values.

Our independence is vital for us to be effective in our campaigning work, which is why we have it as a core principle that guides all of our fundraising. We do not accept funding from governments, corporations, political parties or intergovernmental organisations.

We also screen all large private donations to identify if there is anything about them which could compromise our independence, our integrity or deflect from our campaign priorities. If we find something then we will refuse or return the donation.

Giving us donations allows people to stand together with our campaigners and our activists and help bring about much needed change. Because of this, it is really important that we treat supporters' gifts to Greenpeace respectfully and responsibly, using them to create the biggest impact possible both in our campaigns and also when we invest in more fundraising.

We will always therefore seek to balance costs with results in order to achieve the greatest value we can for supporters and are proud to detail all of our fundraising costs clearly within the annual accounts of each and every Greenpeace office. It is also why all of the methods we use to fundraise comply with not just our internal principles but also with the professional codes of conduct and accepted good practice in each country that we operate within.

Should a supporter be particularly passionate about a specific area of our work and ask us to use their donation to achieve that specific objective, we will try to honour their request.

expectation from donors that their money will be allocated in this way we will use a recognised accounting method to track donations, and we will report on how much was raised and how it was spent.

## Transparency and Accountability

Greenpeace International works actively to ensure transparency and public accountability in its campaigning, fundraising and financial management practices. We are committed to gathering and publishing information in a responsible manner. Our ways of working are defined in our **Essential Principles on Investigations and Communications (EPIC)**. Learn more about these standards, and how to complain if you believe an investigation or publication did not live up to them, on our **EPIC page**.

Annually, Greenpeace International reports publicly on our economic, environmental and social performance. Learn more about our work on our **Annual Reports page**.

Greenpeace International has a whistleblower procedure in place that is accessible to all and provides protection in accordance with Dutch law. Learn more about our **Whistleblower Policy** .

## Integrity System

Our success depends on supporting a movement of people with the courage and conviction to help build a better world. The strength of this movement, as well as the integrity and reputation of Greenpeace, is tied to the ability of its people to uphold and promote the highest standards of ethical and professional conduct.

The responsibility for upholding this integrity is shared and upheld by each staff member in each office and every country that we operate in as we work with communities to promote a green and peaceful future for us all.

This means we must have a strong framework and the necessary tools to ensure a safe working environment, where we can prevent and manage cases of harassment, discrimination and abuse of power. We are shifting the organisational culture so that instead of avoiding conflict, we create transformative spaces for conflict where

# Equity, Diversity and Inclusion

## Seven principles to guide us

1. We believe that an equitable, diverse and inclusive Greenpeace is essential to delivering effective campaigns, sparking a billion acts of courage, and achieving our mission of creating a sustainable and peaceful planet.

2. Equity, diversity and inclusion reflect our core organisational values and our moral values as human beings.

3. We are committed to attracting, developing and retaining a diverse and talented community of volunteers, crew and staff.

4. We create a safe and inclusive culture where all people treat each other with respect and dignity.

5. We value and rely on collaboration based on the diversity of our ideas, perspectives, and experiences to make wise decisions and create effective outcomes.

6. Everyone is supported to learn, lead and grow, while barriers or potential tensions are identified and actions are taken to address them.

7. We all share accountability and responsibility for diversity and inclusion.

## What do we mean by Equity, Diversity and Inclusion?

Embracing diversity* means celebrating the similarities and differences that makes each person unique.

Inclusion is the means by which we put diversity in action, for example, the policies, procedures, and practices that an organisation puts in place to create inclusive organisational culture, where people with any kind of background can feel they belong.

Equity guides us to do what is necessary in order to have justice at Greenpeace, by being fair and impartial. There is no justice without equity.

or sexual orientation.



About us

Contact us

Work with us

Our values

Press centre

Community Policy

Copyright

Privacy and cookies

Search the archive

Terms

Greenpeace International 2025

Unless otherwise stated, the copy of the website is licensed under a CC-BY International License

The Wayback Machine - https://web.archive.org/web/20171013162645/http://www.greenpeace.org/international/en/news/features/kingsnorth-coal-plant-p…
This field is mandatory!

# Greenpeace UK shuts down coal fired power station

Feature story - 8 October, 2007

**Just after 5am this morning, 50 Greenpeace UK volunteers went into Kingsnorth coal fired power station. One group immobilised the huge conveyor belts carrying coal into the plant then chained themselves to the machinery. A second group is climbing up the chimney, with supplies to hold it for several days and force the power station off the national grid.**

Activist at Kingsnorth coal power station.

Coal is the most polluting of all fossil fuels; it just isn't fit for purpose in the 21st century. No new coal fired power station has been built in the UK in over 30 years but now we're worried that prime minister Gordon Brown may be giving the green light to a new coal rush.

**Background on Brown, E.ON and coal**

In December last year, the owner of the Kingsnorth plant, E.ON, applied to build a new coal plant that would emit as much carbon dioxide as the world's 24 lowest emitting countries combined. Worse, it could keep pumping out emissions for another 50 years. And it will only be 45 percent efficient, in an age when power stations can reach 95 percent efficiency. E.ON, the German group behind the plan for the new coal plant, is Britain's single biggest greenhouse gas polluter.

Brown's repeatedly been asked to veto the plans; he's refused. In fact, his government has convened a coal forum to "bring forward ways of strengthening the industry, and working to ensure that the UK has the right framework to secure the long-term future of coal-fired generation."

"Instead of climate wrecking coal fired power stations, Brown should be investing in energy efficiency, renewable energy and decentralised energy," said Greenpeace energy expert Robin Oakley outside the power station. "For example, the London Array offshore wind farm will provide energy for 750,000 homes. Let's see more projects like that instead of outdated, dirty projects like Kingsnorth 2."

---

**Update**
: Our action ended on October 10th, but Greenpeace UK hasn't let Kingsnorth off the hook since. Read all their Kingsnorth updates here.

---

### Send a message

Support the struggle for an energy [r]evolution. Send a message to prime minister Brown.

### Donate

We don't accept money from governments or corporations -- and our financial independence is what allows us to pressure both. We rely on over 2 million people worldwide who give whatever they can. Please join us.

Kingsnorth

This article is more than **16 years old**

# Greenpeace protesters 'invade' Kingsnorth power station

**Environmental activists board site from Rainbow Warrior in protest at plans to build coal-fired power station in Kent**

**David Adam**, *environment correspondent*

Wed 29 Oct 2008 16.41 GMT

Environmental activists are preparing to spend a freezing night at Kingsnorth power plant in Kent after occupying part of the site in protest against the coal-fired power station. Six Greenpeace protesters plan to project images that show the impact of global warming on to the power station's 220 metre high chimney stack. The group objects to plans by owners E.ON to build a new coal-fired power station at the site.

The protest follows an "amphibious invasion" at Kingsnorth today by a group of boats led by Greenpeace's Rainbow Warrior. Some 30 campaigners managed to board the jetty at the site and held a ceremony to remember the victims of climate change". Greenpeace claimed the police cut the mooring ropes of the Rainbow Warrior when it tried to pull alongside the power station. Kent police said they were monitoring the situation but no one had been arrested.

Ben Stewart, one of the six protesters who plan to spend the night at the site, said they had evaded a police boat trying to stop them. The six climbed a ladder to a small concrete island, which was then cut off by the falling tide. "No one can reach the ladder until the tide comes back in so we're safe until morning, unless they send a Chinook [helicopter]."

Stewart and a second protester, Will Rose, are members of the so-called Kingsnorth Six, who acquitted last month of causing criminal damage to the power station's chimney stack following a protest last year.

Greenpeace said: "A new Kingsnorth would emit the same amount of carbon dioxide as the 30 least polluting countries in the world combined, and destroy any chance we have of persuading China and India to stop building coal plants."

## Related stories

Greenpeace stages protest at South African coal power station

7 Nov 2011

Kingsnorth climbdown is the British climate movement's biggest victory

8 Oct 2009 24

Q&A: Kingsnorth power station

8 Oct 2009

Kingsnorth power station plans shelved by E.ON

7 Oct 2009 125

Greenpeace coal ship bo Kingsnorth

22 Jun 2009

## More from News

Exclusive

**Yvette Cooper suggests international community on brink of Gaza peace deal**

2h ago

Jaguar Land Rover

**UK government will underwrite £1.5bn loan guarantee to Jaguar Land Rover after cyber-attack**

25m ago

Russia

**Putin preparing to attack another European country, Zelenskyy says**

6h ago

Housing

**Plan to build 12 new towns in England to be unveiled at Labour conference**

25m ago

Denmark

**Nato to step Baltic Sea re drones spott military bas**

1h ago

## Most viewed

Kingsnorth

This article is more than **16 years old**

# Greenpeace activists board coal ship bound for Kingsnorth power station

## Police arrest six as four other protesters board ship, saying they have enough supplies to last several days

*Haroon Siddique*

Mon 22 Jun 2009 15.01 BST

0:00

Six people were arrested when climate change campaigners boarded a coal freighter and stopped it unloading its cargo at the planned site of the new Kingsnorth power station today.

Four protesters remain on board the ship, 10 metres up the foremast, and are in a stand-off with police on the deck of the ship.

"The coal hasn't been able to be unloaded - that's what we set out to do here," Sarah Shoraka, one of the activists in the crow's nest on the foremast said.

The 31-year-old said the protesters had enough food and water to allow them to remain on the vessel for several days.

"I think we can stay for a while, as long as it's safe to do so," she added.

"In the short term, we are trying to keep the ship from reaching the power station - it's got enough coal to release thousands of CO2 into the atmsophere.

"In the long term, it's about stopping the dirtiest power station for 30 years being built in the UK.

"There's a growing coalition against a coal station, and we're hoping we'll get more supporters."

Greenpeace said 10 activists had climbed on board just after midnight as the ship travelled along the River Medway to Kingsnorth, in Kent.

They used rigid inflatable speedboats to pull up alongside and attached climbing ladders to scale the 15-metre hull after flagging the vessel down with flares and banners. Others swam in the path of the ship to prevent it docking.

Greenpeace claims the new Kingsnorth power station would would pump 6m tonnes of CO2 into the atmosphere every year, making a mockery of the government's claims that it is committed to tackling climate change.

Shoraka said police had boarded the ship and tried to persuade the protesters to come down, but emphasised that relations with officers had been "amicable" so far. "We don't have a problem with them," she said.

The Kent police assistant chief constable, Gary Beautridge, described the situation as "difficult and potentially dangerous".

He said officers were monitoring the protesters from a safe distance "in order to minimise the risk to life".

"A number of protesters' RIBs [rigid-hulled inflatable boats] are in the water at Kingsnorth and a similar situation applies - that is, we are monitoring their actions from a safe distance," he said.

The six protesters arrested are being held on charges of conspiring to commit criminal damage and having an unauthorised presence on a ship under Section 104 of the Merchant Seaman Act.

The arrests came as two women lodged a complaint to the IPCC over their arrest and detention during protests at Kingsnorth last year.

Video footage shows Val Swain and Emily Apple being bundled to the ground by police after challenging officers for not displaying their badge numbers.

## More on this story

Fit Watch campaigners describe how they were arrested and bundled to the ground

21 Jun 2009

Predatory policing

22 Jun 2009 ...

Video shows surveillance protesters bundled to ground by police

21 Jun 2009

## Most viewed

# Forth Road Bridge closed after Greenpeace protest

GREENPEACE

Greenpeace protesters abseiled from the Forth Road Bridge during the protest

25 July 2025

**The Forth Road Bridge has been closed after environmental protesters began abseiling off the side in a demonstration against a tanker carrying fracked gas.**

Greenpeace said 10 activists were taking part in the protest against the Ineos ship Independence, due to arrive at Grangemouth on Friday.

The group accused the firm, and its owner, Jim Ratcliffe, of attempting to sabotage a global plastics treaty due to be voted on by UN member states in Switzerland next month.

Ineos said described the action by Greenpeace as "dangerous, disruptive, and entirely counterproductive," adding it "threatened skilled jobs in Scotland".

Police Scotland have urged drivers and pedestrians to avoid the area around the bridge.

Images from the scene show protesters on wires holding red banners displaying a number of slogans decrying Ineos' influence in the plastics industry.

Shipping data shows the tanker, which sails under the flag of Malta, arrived in the Firth of Forth in the early hours of Friday.

### Global plastic talks collapse as oil states rebel

1 December 2024

Greenpeace said the "climbers" were being supported by a rescue team on the bridge and a boat below and would remain suspended 25m (82ft) above the Firth of Forth's main shipping lane.

The group has blocked the deep water shipping lane, preventing larger vessels from accessing the channel, however smaller boats are unaffected.

An RNLI boat was dispatched to the scene from a nearby station.

Police Scotland said they were "engaging" with those involved.

The bridge has been closed to private transport since 2018 following the opening of the Queensferry Crossing and is now used as a public transport corridor.

GREENPEACE

Greenpeace accused Ineos of attempting to influence the signing of a global plastics treaty

In a statement, Greenpeace claimed the plastics industry was planning to send "hundreds of lobbyists" to the meeting of UN members in Geneva between 5 and 14 August.

Ineos said it only planned to send two people to the global treaty meeting.

Greenpeace has called on governments to commit to cutting global plastic production by at least 75% by 2040.

More than 200 nations met in South Korea in December last year for what was scheduled to be the final round of negotiations on the treaty.

However, those **talks collapsed after a group of oil-producing nations** rebelled.

Greenpeace programme director Amy Cameron said she was concerned Ineos would try and block a global plastics treaty

Greenpeace programme director Amy Cameron said she was concerned Ineos and owner Ratcliffe, who also owns a minority stake in Manchester United, would "do everything they can to stop" an agreement being signed.

She added: "Ratcliffe tries to distract us with sports teams and sponsorships, but we're not going to let him fill our planet with plastic, so he can fill his pockets with profit.

"Ratcliffe is trying to block a strong Global Plastics Treaty, so today we're blocking him."

## 'Dangerous and disruptive'

An Ineos spokesperson said the materials produced by the firm were used in a number of everyday products, including the safety harnesses used by the protesters.

In a statement, they added: "Unless groups like Greenpeace stop attacking companies like Ineos and start supporting the rollout of waste infrastructure and advanced recycling, they are actively contributing to the problem.

"They're standing in the way of the very solutions that are needed, whether we produce more or less plastic.

"If Greenpeace truly cared about outcomes, they'd stop targeting the companies delivering change and start supporting serious policy reform on waste collection and global recycling standards.

"We will continue to operate safely, legally, and responsibly and we will continue to stand up for British industry, energy security, and practical environmental progress."

## Related topics

**Ineos** **Grangemouth Refinery** **Greenpeace**

## From other local news sites

### TV astronomer Mark Thompson's Spectacular Science Show heading to Kirkcaldy

Fife Today

### Fife luxury hotel offers chance to coorie-in at revamped spa

Fife Today

### Edinburgh plans submitted to turn vacant former Blackhall care home into single private house

Edinburgh Evening News

### Regatta cut short by strong winds but still raises more than £2,000

East Lothian Courier

### Midlothian community group returns to fight housing development on greenfield site amid coalescence fears

Edinburgh Evening News

### Filmhouse may get certification permission

Midlothian View

**Information about BBC links to other news sites**

## Top stories

LIVE Reeves warns harder choices to come on economy after refusing to rule out some tax rises

23k viewing

Mahmood to demand migrants earn right to settled status

1 hour ago

'You'll never need to work again': Criminals offer reporter money to hack BBC

7 hours ago

## More to explore

Is your friend draining your energy? Three ways to handle social vampires

How weight-loss injections are turning obesity into a wealth issue

'It's bigger than us' - England aim to inspire

Sport

'No police aftercare after my husband's death'

Can Labour reverse 'desperate loss of faith' from business?

The picturesque Dutch village set to charge tourists an entry fee

Florence Welch says she had life-saving surgery after ectopic pregnancy

From drug theft to Dubai arrests: How a Scottish gangland feud went global

Future Earth newsletter: Get exclusive insight on the latest climate news from Justin Rowlatt

## Elsewhere on the BBC

How Hitler seized, kept and fell from power

iPlayer

+ Watchlist

The Emmy Award-winning game of deception

iPlayer

+ Watchlist

Should you invest in gold? Martin Lewis weighs in

Sounds

Subscribe

Preview Amanda Holden's new star-studded quiz show

iPlayer

+ Watchlist

How is the BBC personalised for me?

## Most read

1 Disabled Post Office Horizon victim offered 15% of claim

2 'You'll never need to work again': Criminals offer reporter money to hack BBC

3 Mahmood to demand migrants earn right to settled status

4 Is your friend draining your energy? Three ways to handle social vampires

5 How weight-loss injections are turning obesity into a

6 Rescue deal saves Claire's but 1,000 jobs remain at risk

wealth issue

7 Moldova's pro-EU party wins vote mired in claims of Russian interference

8 'No police aftercare after my husband's death'

9 JLR to resume some manufacturing in coming days after cyber-attack

10 The castle transformed for new Netflix show House of Guinness

## BBC News Services

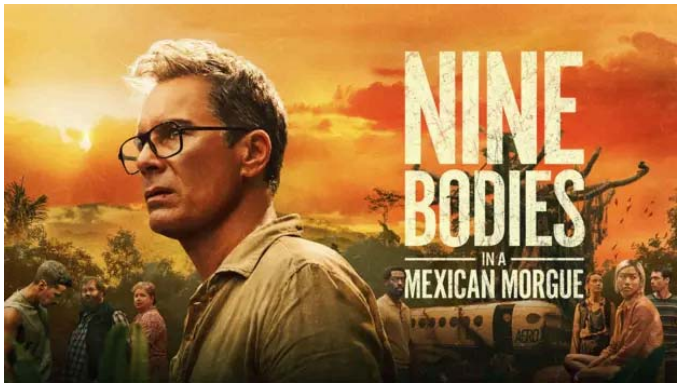
On your mobile

On smart speakers

Get news alerts

Contact BBC News

## Best of the BBC




Watch Anthony Horowitz's ingenious new murder mystery

iPlayer

+ Watchlist

Panorama goes inside the asylum hotels

iPlayer

+ Watchlist

Waterloo Road's back with new challenges

iPlayer

Watchlist

Take a culinary journey through Spain

iPlayer

Watchlist




Copyright © 2025 BBC. The BBC is not responsible for the content of external sites. **Read about our approach to external linking.**

# POWER SHIFT

How the Labour government can bring down bills and bolster net zero by curtailing the power of gas

GREENPEACE STONEHAVEN

**Authors**
Angharad Hopkinson for Greenpeace UK;
Adam Bell and Leila Roberts for Stonehaven.

**Greenpeace UK**
Greenpeace UK is part of a global organisation that has campaigned for over 50 years to defend the environment and fight climate change. We are committed to supporting the government's net zero and clean power goals. We have a long track record of developing practical policy advice and bolstering public support to push climate and nature protection up the agenda for politics, industry and society.

**Stonehaven**
Stonehaven is an international strategy firm that helps clients accelerate and unlock change as they navigate the societal and environmental transitions shaping the world's economies. We work with clients who are committed to decarbonisation and use both our deep understanding of policy challenges facing governments and our proprietary research and data platform, helping us to understand the values and beliefs that are shaping public opinion in markets across the world.

Front and back cover:
Thanet offshore wind farm in Kent.
© Will Rose / Greenpeace

# Contents


Executive summary 4

Foreword by Melanie Onn MP 7

Why are the UK's electricity bills so high? 9

How costs pass through the energy system 13

The multiple benefits of tackling high bills 17

The recommended policy option 21

Savings from the RAB model 27

Overview of other policy proposals to bring down energy bills 31

Conclusion 33

Methodology 35

References 38

# Executive summary

**The UK is facing an enduring energy affordability crisis that affects millions of households, undermines industrial competitiveness and slows progress on climate goals. Even though renewables are now the cheapest form of electricity generation, UK consumers and businesses continue to pay inflated electricity prices that are pegged to the extremely high and volatile price of gas.**

The unaffordable gas-driven pricing of our electricity market has caused a cost of living crisis, forced the closure of many businesses and industries, and damaged our economy. Since 2021, our overreliance on gas and its volatile prices has forced the government to make £40 billion in emergency payments to help households cope with their soaring bills, after Russia's invasion of Ukraine sent prices soaring. These inflated prices have resulted in the UK spending £90 billion more on gas than if prices had stayed the same, equivalent to £1,300 per person.

Now the Labour government has a unique opportunity to deliver an energy system that is fit for the future: providing energy security by ending reliance on fossil fuels, and unlocking cheaper renewable electricity for consumers and businesses by taking gas power out of the electricity market.

This new research by Greenpeace UK and Stonehaven outlines our recommendation to stop gas setting the price we pay for electricity and control the negative impacts of gas in the electricity market. Our recommendation is to bring gas plants into a Regulated Asset Base (RAB) system, administered by the National Energy Systems Operator (NESO). In this model, gas plants would provide a strategic reserve of energy, at an agreed price, when this is needed to meet electricity demand. This would ensure that gas plants get regular, stable returns, while keeping energy costs for the rest of the economy stable and noticeably lower.

This policy could be delivered – and start producing meaningful savings – in the next two years. Our analysis shows that it would result in annual bill savings across households and the economy of £5.1 billion in total in 2028. This represents a saving of £65 a year to the average household and £3.3 billion across all businesses and industry. Rapidly implementing our recommendation would contribute a significant amount towards the government's vital pledge to lower household energy bills by £300 a year. Additional bills savings can be made via a range of alternative interventions, including moving policy levies into general taxation, extending the Contracts for Difference scheme to 25 years and improving energy efficiency, as outlined by E3G's Clean Power Mission report.

As this paper shows, this is not just an energy policy – it is a social, economic and climate policy in one, enabling this Labour government to simultaneously lower bills, support vulnerable households, strengthen British industry and accelerate the clean energy transition.

Sign pointing towards a foodbank in Leeds.

## Why we propose a Regulated Asset Base (RAB)

Our RAB model proposes bringing gas plants into a strategic reserve by creating an asset that represents the economic value of gas plants, and giving plant owners a licence that gives them the right to recover that value plus operating expenditures from billpayers. The level of these costs are agreed by the regulator and updated on a regular cycle. This would prevent gas plants from extracting scarcity rents and would lower electricity bills across the economy.

The RAB would be implemented via a change to the generation licence conditions that apply to participating gas plants, which would be undertaken by Ofgem. This would restrict the ability of participating gas plants to trade independently of instruction by NESO.

Most gas plant owners are facing considerable uncertainty about the future, so having a defined path to revenue – which a RAB would represent – could be a very attractive option. We expect that many gas plants will join the reserve on a voluntary basis, and there are further mechanisms to encourage others to join.

The benefits of this model are the relative ease and low cost of implementing it compared to other options.

The headline saving of this model is a peak net saving of £5.2 billion for all electricity consumers in 2030. We estimate that the RAB would save the average household £65 per year as soon as 2028, which is equal to £1.7 billion in total. Pubs would save £38 million and cafés would save £9 million in 2028. This is the equivalent of £850 for an average pub and £820 for an average café. Finally, in 2028 we estimate the RAB to save the iron and steel industry over £67 million, the chemicals industry £128 million, and ceramics and other minerals (e.g. glass and cement) £37 million.

See page 21 (The recommended policy option) for more details.

Installation of wind turbines at the world's largest offshore wind farm, Hornsea 1 off Grimsby.
© Marine Construction Photos / Alamy

# Foreword

## by Melanie Onn MP

©House of Commons / Roger Harris

Melanie Onn is the MP for Great Grimsby and Cleethorpes, having served from 2015-2019 and been re-elected in 2024. A former Deputy Chief Executive of RenewableUK and regional union organiser, she has held multiple shadow ministerial roles and now sits on the Energy Security and Net Zero Committee.

Renewable energy is better for our planet, better for our economy, and better for people's pockets.

Across the UK, we are generating more clean, affordable renewable electricity than ever before. Yet millions of households and businesses are still being hit by high energy bills because gas power stations continue to set the price of electricity, despite cheaper renewables providing 40% of our electricity needs.

This is a legacy of a broken energy market, where global gas prices, driven up by events like Russia's invasion of Ukraine, dictate costs here at home. The result is inflated energy bills, even when renewable energy is supplying the UK with green, cheap and homegrown power.

In my constituency of Great Grimsby and Cleethorpes, and in communities across the UK, I've seen the urgent need to tackle the cost of living crisis. If we can fix the outdated way electricity prices are set and curb the power of gas to dictate prices, we can lower bills for households, businesses and industry. Cheaper energy for industry also means lower costs for the goods and services we all rely on, easing pressure on families who are struggling to afford the basics let alone the luxuries.

We also have a major opportunity to deliver long-term prosperity through the net zero economy, which is growing three times faster than the overall economy. Across the UK, it already supports over 270,000 good-quality jobs,[1] including hundreds in and around Great Grimsby and Cleethorpes, and has the potential to create many thousands more. By unlocking lower bills and continuing to invest in clean energy, we can ensure those jobs are not just protected, but expanded, up and down the country.

This important report from Greenpeace UK and Stonehaven offers the Labour government a practical, forward-looking policy solution – one that can lower bills, strengthen energy security and deliver on our promise to improve people's lives.

A couple review their energy bill during the cost of living crisis.
© MBI / Alamy

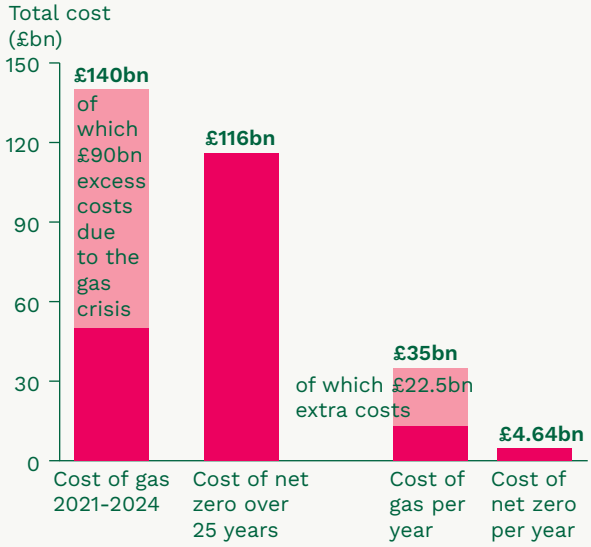
# Why are the UK's electricity bills so high?

The UK's sky-high electricity bills are being driven by the cost of gas. Our energy prices are higher than those of many of our closest neighbours because of the system used to determine electricity prices, and our reliance on gas power generators.

The massive hike in the price of gas since Russia's invasion of Ukraine in 2022 has hit UK households and businesses hard. Gas prices grew exponentially because many countries chose to reduce or stop importing Russian gas. When the supply of Russian gas fell, it inflated the global commodity price. So even though only 4% of the UK's demand for gas was met by Russian imports, prices rocketed because around 50% of our gas needs are met by imports, and domestic production is also sold on the open international market.[2] Unregulated dependence on the fossil fuel industry binds us to a volatile and unstable international market, where any dictator or international crisis has the potential to destabilise our entire economy. We urgently need to end this dependence, and the quickest and cheapest way to do so is by scaling up renewable energy.

Between summer 2021 and early 2023, the energy price cap almost quadrupled, from £1,084/year to £4,059/year. While costs have fallen from their peak, the price cap is still 59% higher than it was before the crisis.[3] The Energy & Climate Intelligence Unit (ECIU) has estimated that since 2021 the UK has spent £90 billion more on gas than if prices had stayed the same. Spread equally across the population, this is equivalent to £1,300 per person.[4]

Figure 1
**The cost of the international gas crisis to the UK since 2021 compared to the cost of reaching net zero**




**Sources:**
ECIU (20 February 2025) Russian invasion anniversary: £140bn gas bill for UK since crisis began. https://eciu.net/media/press-releases/2025/russian-invasion-anniversary-140bn-gas-bill-for-uk-since-crisis-began

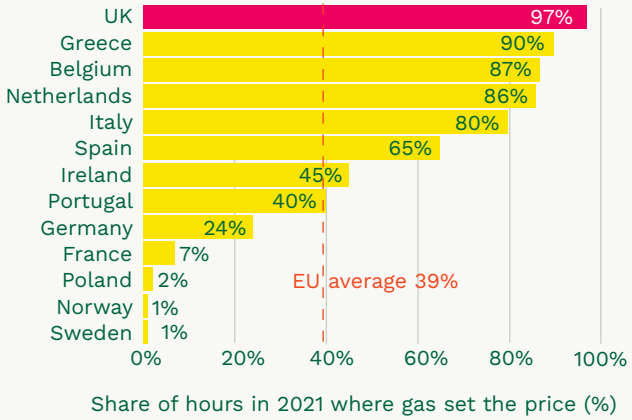
Carbon Brief (8 July 2025) OBR: Net-zero is much cheaper than thought for UK – and unchecked global warming far more costly https://www.carbonbrief.org/obr-net-zero-is-much-cheaper-than-thought-for-uk-and-unchecked-global-warming-far-more-costly/

Under the UK's 'marginal pricing' system, the price of electricity is set by the most expensive source of energy needed to meet demand at any given time.[5] In practice, this means that even a small reliance on gas-powered plants during peak times, when other sources have reached capacity, results in the entire market paying the high cost associated with gas-fired electricity generation. This is regardless of the much lower prices associated with renewable electricity.

This system gives gas-fired electricity generators unique power to dictate the price of electricity in the UK. Despite accounting for only 39% of total electricity generation in 2021, gas-fired power plants were able to set the wholesale price of electricity 97% of the time.[6] By contrast, gas sets the price 24% of the time in Germany and only 7% in France, with the EU average at about 39%.[7] Consequently, despite the Labour government's focus on rapid delivery of new renewable energy projects, UK electricity bills for homes, businesses and industry are significantly higher than they should and could be.

Figure 2

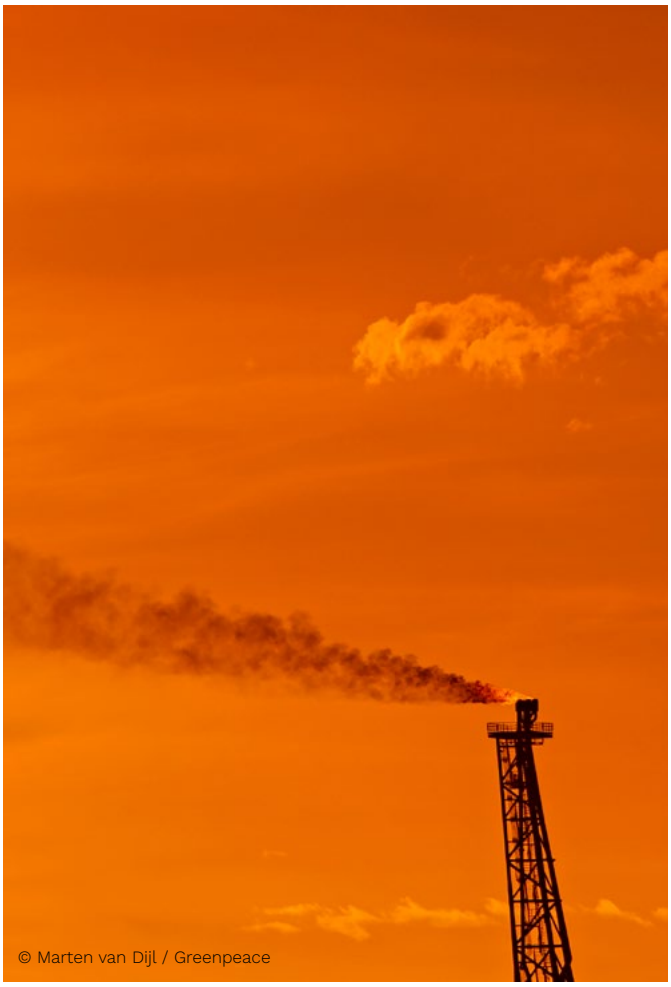
**Gas sets UK electricity prices far more often than elsewhere in Europe**




**Source:**
Zakeri, B. et al. (2023) The role of natural gas in setting electricity prices in Europe, Energy Reports, Vol 10, pp. 2778-2792. www.sciencedirect.com/science/article/pii/S2352484723013057#d1e2631

Gunfleet Sands wind farm, Essex.

Culzean gas platform, North Sea.



Greenpeace activists protest the arrival of LNG gas tankers in the North Sea.

**For the planet and our pockets we need to phase out our dependency on gas, while protecting and including workers.**

## How gas dictates the market price

Gas-powered electricity generators currently play an important role in our energy system because they can rapidly dispatch energy when electricity demand exceeds the available supply from renewables. This balancing function is necessary while more effective long-duration storage is developed to even out the peaks and troughs of renewable generation. However, this doesn't mean gas should set the price for ***all*** of the wholesale electricity the UK consumes. The fact that gas currently dictates the market price is a costly glitch in our energy market system.

Until gas is phased out of our energy system, gas plants have disproportionate power in the market. When power from gas generators is required to meet energy consumption needs, they can demand massive 'balancing payments' to supply the country with the additional power. For example, on 8 January 2025, Connah's Quay and Rye House gas plants received over £12 million to supply just three hours of electricity, which was 50 times the market price.[8]

The Labour government is working to address this imbalance by investing in renewable energy delivery through GB Energy, de-risking the market and crowding in significant private investment, and by bringing more new renewable projects into its 'Contracts for Difference' scheme. This scheme allows renewable energy generators to receive a fixed price for the electricity they produce, which means an ever-increasing number of renewable energy projects are no longer pegged to the volatile gas-driven market price. This is central to the government's Clean Power 2030 mission and will make a significant impact on consumer energy bills.

However, while these reforms are promising they are unlikely to result in significant bill reductions before 2030. In the meantime, without a fundamental market redesign that addresses how electricity prices are set, pressures are likely to persist, and consumers and businesses will continue to face disproportionately high costs.

For the planet and our pockets we need to phase out our dependency on gas, while protecting and including workers. While we remain bound to a pricing system designed for a previous era, households and the economy are paying a heavy price. This report outlines a solution to this problem that will reduce bills, address this distorting market power, and give the government control over the process of removing gas from the system as the role of fossil fuels diminishes. First, we set out the many benefits of doing so.

Gas pipes stretch into the distance.
© SergBob Photos / iStock

# How costs pass through the energy system

The inflated price UK consumers pay for gas can also be understood by looking in more detail at how costs pass through the energy system. Energy suppliers' job is to ensure that there is enough electricity available every half hour to meet consumers' needs. This means they need to buy power from a mix of generators.

Suppliers buy power from electricity generators through a combination of longer-term contracts and short-term trades. Renewable generators produce an amount of power that can be predicted over the course of the year, even if their day-to-day output is less predictable than that of gas generators (due to daily and seasonal fluctuations in wind and sunshine). They tend to sell this average annual volume via long-term contracts, as their lack of predictable output means there is less value in short-term trading. These contracts will typically be pegged to the wholesale price, either directly or through further trading in that power by the energy supplier or an energy trader. There is no single wholesale price, as electricity can be bought and sold in contracts of multiple duration in a variety of exchanges, but pegging in this sense normally means the price of power on the day-ahead market in an exchange.

Renewable generators with a Contract for Difference – a CfD – enjoy a guaranteed 'strike price'. This means that generators are paid a specific price per megawatt-hour (MWh) regardless of the wholesale price at the time. When the wholesale price is lower than the strike price, suppliers make this up to the generator, and when it is higher the renewable generator pays back the difference.

Unlike renewable generators, gas plants typically seek to sell their power in response to signals in the day-ahead or shorter-term markets. This is because they are better able to respond to such signals: they can quickly adjust the amount of electricity they supply in response to fluctuations in demand, and are not weather-dependent. When energy suppliers have exhausted the power from their long-term contracts, they buy power in short-term markets to make up any shortfall. The amount gas plants can charge for this power partly depends on how many gas plants are online and the efficiency of these plants, and partly on demand from suppliers. Suppliers also have the option of paying one of their larger customers – such as an industrial consumer – to turn down demand, but the cost of doing so is typically extremely high.

Soaring energy bills have contributed to the closure of businesses. Dundee, Scotland.

© Dundee Photographics / Alamy

**When suppliers have no other option, they have to pay huge sums to get power from gas.**

When suppliers have no other option, they have to pay huge sums to get power from gas. And as the number of gas plants has declined alongside the removal of heavily polluting coal plants from the system, suppliers have fewer options to meet demand, which has increasingly inflated prices. Gas plants also get revenues from the balancing market, which is for very short-term (less than one hour) responses. Over the past five years, the average balancing price for power from gas has been around £250/MWh. Over the same period, average day-ahead electricity prices, which have overwhelmingly been set by gas power, have been £115/MWh*. By contrast, the CfD strike prices in 2024 were £102/MWh for offshore wind, £89/MWh for onshore wind and £50/MWh for solar.[9]

This difference is essentially due to gas plants charging what they can because the resource they represent is scarce. This is rent-seeking behaviour by gas plants that directly damages the finances of families, businesses and industry nationwide.

*This figure is calculated using Ofgem's monthly average for day ahead baseload contracts, averaged over a five-year period from June 2020 to June 2025.

Figure 3.1
**Marginal pricing (current UK model)**

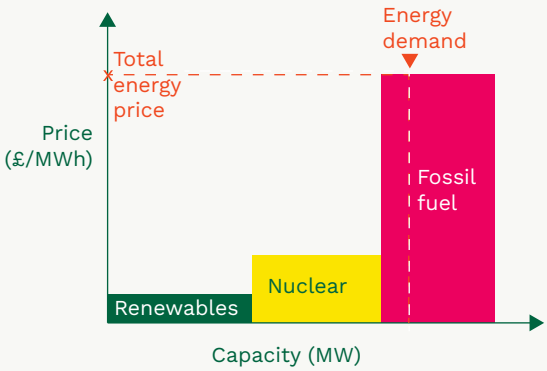



Figure 3.2
**Reducing total energy demand**

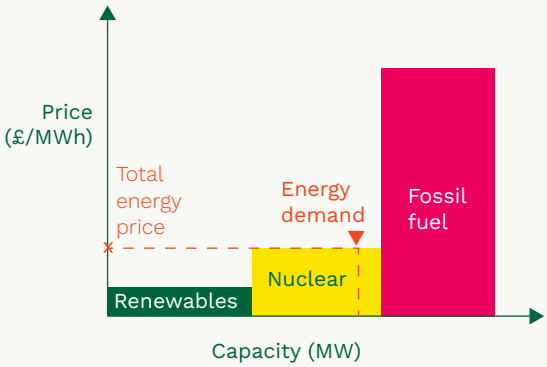
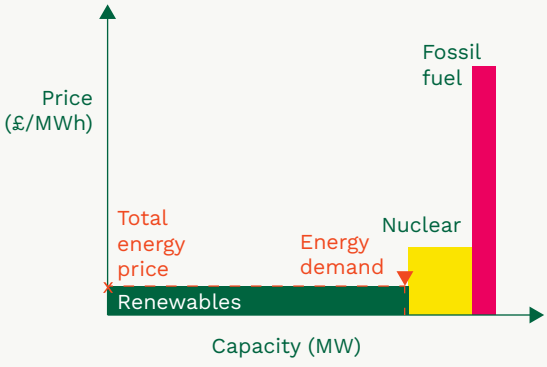



Figure 3.3
**Increasing renewables capacity**




**Source:**
King's Think Tank (21 Nov 2024) Why are UK energy prices so ridiculously high? kingsthinktankspectrum.wordpress.com/2024/11/21/why-are-uk-energy-prices-so-ridiculously-high/

Total's Culzean gas platform in the North Sea.
© Marten van Dijl / Greenpeace

Activists outside the UK Parliament build a cemetery to call on the government to address excess deaths from cold homes.
© Alex McBride / Greenpeace

# The multiple benefits of tackling high bills

Affordable electricity is essential to modern life. It powers homes, sustains public services and underpins industrial production. Yet today, millions of people across the UK struggle to afford enough energy to meet their basic needs, while businesses see the cost of energy eat into profits and put jobs at risk. The energy bills crisis has significant implications for public health, economic competitiveness, political stability and climate policy.

Our energy system must be fit for a new global reality – one that recognises that gas is not only bad for the planet, but also bad for households, businesses and energy security. By restructuring the market to allow cheaper renewable energy to reduce costs for billpayers, the government can deliver on its targets on climate, clean power and economic growth at the same time as tackling poverty and inequality.

## Social benefits

High energy bills have driven the cost of living crisis, which is still one of the most pressing issues in the UK. Over six million people are currently living in fuel poverty.[10] Cold homes contribute to poor health outcomes, particularly among vulnerable groups including older adults, children, pregnant people and those with chronic health conditions.[11]

Each year there are approximately 35,000 excess winter deaths in England and Wales, many of which are linked to cold homes.[12] This is a clear public health failure and puts a huge strain on NHS services. Research suggests that the NHS could save hundreds of millions of pounds each year if people living in fuel poverty had warmer homes.[13]

Alongside energy efficiency measures to reduce overall energy consumption and wastage, the government must bring down energy prices. Improving energy affordability would yield broader economic benefits. Households with lower energy bills have greater disposable income, which can be invested in local economies and improve overall quality of life. Research has found that boosting low incomes is a key route to levelling up areas of the UK that feel left behind.[14] Reducing energy costs will have an outsized benefit for people on lower incomes, therefore working as an effective anti-poverty measure.

**The UK has the highest industrial electricity prices of any International Energy Association (IEA) member country.**

# Economic benefits

Small businesses, as well as large industrial sectors such as manufacturing and steel, are buckling under sky-high energy costs that reduce competitiveness and threaten jobs.

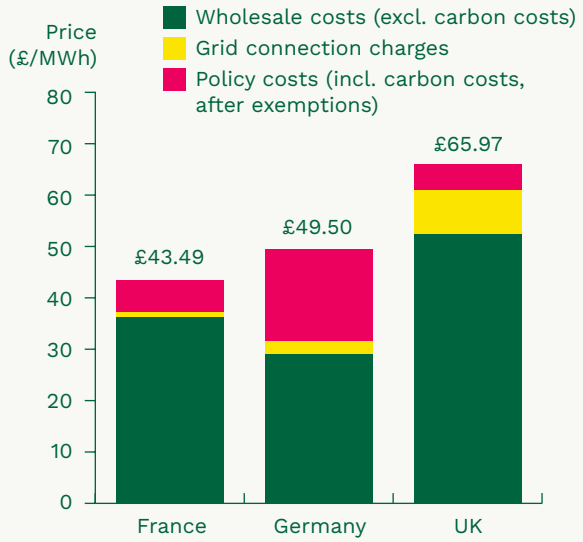
The UK has the highest industrial electricity prices of any International Energy Association (IEA) member country.[15] The impact of high industrial electricity prices is exemplified by the UK steel industry's competitiveness issues, which rightly receive significant public and political attention. According to UK Steel, the average electricity price faced by UK steelmakers for 2024-25 is £66/MWh, compared to £50/MWh in Germany and £43/MWh in France.[16] As a result of this disparity, the UK's steel industry had to pay £37-50 million more than those of Germany and France in 2024-25. This is a structural disadvantage that undermines the viability of a range of energy-intensive industries and the livelihoods of thousands of workers.

As we transition to a modern energy system powered by renewables, demand for electricity will increase. The government must act fast to fix the price-setting problem in the energy market to ensure that the UK can compete for international investment in future energy-intensive industries.

While government interventions – such as support for British Steel[17] and changes to industry levies[18] outlined in its Industrial Strategy – have provided or plan to provide targeted support, these are reactive, small-scale measures that do not address the root cause of high prices. By contrast, our proposal would address the impact of high gas prices on electricity markets, delivering lower prices for all.

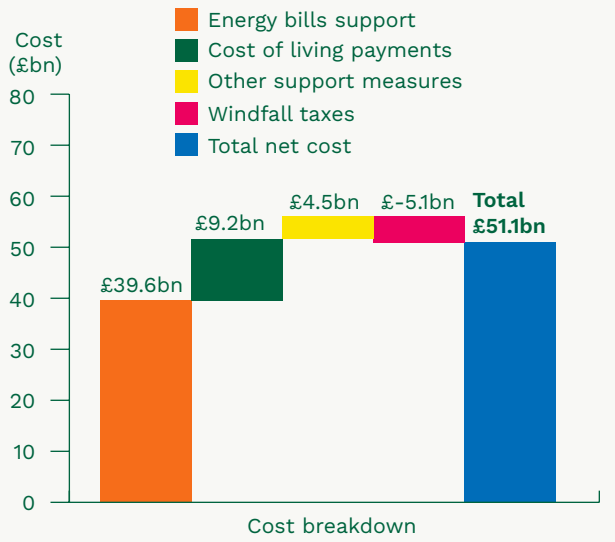
UK gas prices began to rise in 2021, as the global economy recovered from the pandemic but gas production capacity had yet to come back online. In early 2022, Russia invaded Ukraine. European governments responded by refusing to buy Russian gas, pushing prices up further. During the peak of the crisis, the UK government spent over £40 billion on emergency payments to shield households from soaring energy bills; the total net cost of energy support was £51.1 billion (2% of GDP), even when offset by higher windfall taxes through the Energy Profits Levy and Electricity Generator Levy.[19] While necessary in the short term, this level of public expenditure is clearly not sustainable. Reforming the electricity market to prevent gas from setting the marginal price could help prevent similar crises in the future.

Figure 4
**UK steelmakers face higher average electricity prices than competitors**




**Source:**
UK Steel (September 2024) Industrial electricity prices, a barrier to growth, competitiveness and profitability, p7. http://www.uksteel.org/versions/2/wizard/modules/fileManager/downloadDigitalFile.php?url=https%3A%2F%2Ffiles.cdn-files-a.com%2Fuploads%2F8346772%2Fnormal_67d43afacacc2.pdf

Figure 5
**Total cost of energy support policies to the UK government in 2022-23**



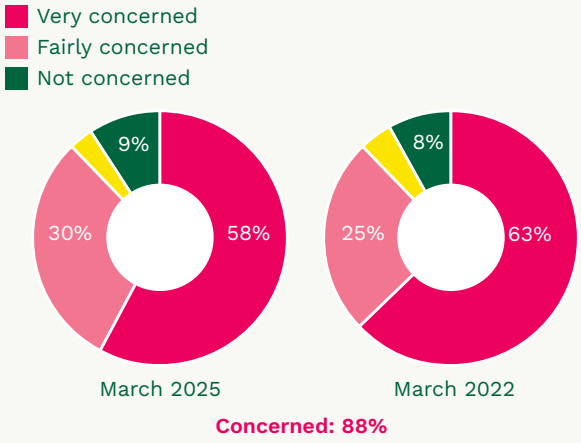

**Source:**
Office for Budget Responsibility (2023) The cost of the Government's energy support policies. https://obr.uk/box/the-cost-of-the-governments-energy-support-policies/

## Political benefits

Energy affordability has been a major political issue for the last few years. In a recent survey, 88% of Britons, cutting across demographic and political lines, said they are concerned about the current cost of energy.[20] Public demonstrations on the importance of government schemes, such as the Warm Homes Discount and winter fuel payments, are evidence that the government must either tackle affordability or continue to provide financial support for inflated energy prices.

Labour pledged to lower household bills by £300 a year before it came into power. Now in government, it must focus on delivering that goal.

Figure 6
**Nearly nine in ten Britons are concerned about the price of energy**




**Source:**
Ipsos (22 April 2025) Almost nine in ten Britons are concerned about energy prices. https://www.ipsos.com/en-uk/almost-nine-ten-britons-are-concerned-about-energy-prices

Misinformation campaigns have sought to link net zero policies to rising energy costs. This government can expose and undermine these misleading narratives by demonstrating that fossil fuel volatility is the problem. Cutting gas plants' price-setting power in the market would lower costs and build public trust in the broader climate and energy transition agenda.

In the face of increasing global instability, it is imperative that the Labour government focuses on delivering energy independence. Homegrown clean renewable energy is the only route to achieve this. A UK energy system that doesn't break from fossil fuels will leave us beholden to volatile international markets and susceptible to price shocks and market manipulations.

**Cutting gas plants' price-setting power in the market would lower costs and build public trust in the broader climate and energy transition agenda.**

## Climate benefits

Reforming how our energy system operates is also essential for achieving the UK's climate goals. Gas-fired electricity generators are currently responsible for approximately 8% of the UK's annual carbon emissions,[21] with some individual sites like Pembroke gas plant among the largest single emitters in the country.[22] Limiting the role of gas power generation is therefore a key step towards the UK's climate targets.

Gas generation is also inefficient – it converts only about 53% of fuel energy into electricity.[23] The Climate Change Committee notes that over 50% of energy used in the economy is wasted through the inefficiency of fossil fuels, highlighting that electrification could halve that waste.[24] By contrast, renewables avoid fuel costs entirely and deliver significantly higher system efficiency.

The Climate Change Committee also advises that 60% of emissions reductions must come from electrification across homes, transport and industry.[25] It has recommended that the government prioritises making electricity cheaper, in order to deliver on its legally binding climate targets.[26] Gas plants' role in making electricity expensive is slowing the transition, as consumers do not see a cost advantage to making the switch to electric heating systems and vehicles. When the financial benefits of renewables are realised, the move away from fossil fuels can happen at pace. A reformed market would support faster electrification, reduce emissions and build public confidence in the clean energy transition.

# 4

Vestas wind turbine factory,
Campbeltown, Scotland.
© Kate Davison / Greenpeace

# The recommended policy option

The core purpose of taking gas plants out of the power market is to prevent them extracting scarcity rents and thus inflating energy bills. Doing so would mean that gas plants couldn't sell their power in the open market but could only switch on when the system required them to.

Our recommended option is a strategic reserve in which participating gas plants are operated by NESO and recover their costs via a Regulated Asset Base (RAB). We believe that with sufficient government focus, this could be delivered within two years.

## How our RAB proposal works

Our proposal is that gas plants are owned by a company that operates much like a standard utility, i.e. a company that makes consistent but low returns. This would reduce the cost of capital associated with their operation. This utility may be wholly new, or – pending changes to legislation which prevent ownership of gas plants – may be an existing regulated energy company, such as a gas or electricity network.

Whoever owns the plants needs to be paid to make sure NESO can use their output. We assume that any payment would need to cover the costs of operating the plants as well as recovering the cost of capital. Payment for gas would be handled by NESO as a monopsony buyer of power generated. We assume that capital and fixed operational costs are £872 million/year, and fuel costs are £4.2 billion/year.[27]

We recommend that we utilise an existing mechanism for providing assurance around cost efficiency: a Regulated Asset Base. This option involves creating an asset that represents the book value (the value of a company's assets minus its liabilities) of plants, and giving plant owners a licence that gives them the right to recover the depreciation of that value, plus operating expenditures, from billpayers. The level of these costs are agreed by the regulator and updated on a regular cycle.

Given that the outputs required from gas plants over the year are fixed and known in advance, we recommend structuring the amount that plants are allowed to recover from consumers to be in line with the RPI-X model originally used at privatisation, rather than the more complex RIIO model currently used by Ofgem. Under this model, 'X' is what the regulator believes gas plants can reduce their real costs by each year, and can be set on a nominal basis rather than requiring specialist knowledge. Gas generators' revenues and profits would be capped, avoiding price spikes and profiteering, and providing greater consumer protection while also ensuring predictable returns. This model would suit gas plants better than RIIO during the period when they are being phased out and are required to run less and less frequently.

The model has three components: designing the RAB, granting powers for NESO to operate the plants and buy gas, and getting gas plants into the strategic reserve.

Workers at Vestas wind turbine factory, Campbeltown, Scotland.

## Designing the RAB

The UK government has implemented two separate RABs for two major projects within the last decade – Sizewell C and the Thames Tideway Tunnel. These RABs were tailored to the projects' particular needs, with the Sizewell C RAB structured to provide revenue during construction to encourage financing of the riskiest phase of the work, and the Thames Tideway designed as a bespoke independent project recovered via Thames Water's customers. Sizewell C required bespoke legislation, while the Thames Tideway Tunnel utilised existing secondary legislation that permitted Ofwat to endow a company with a special licence.

The design of a RAB for the strategic reserve should be much simpler than for either of these projects. It needs to allow the recovery of any remaining capital costs of participating gas plants over a given number of years, as well as their operating expenditure.

This cost can be placed into network charges or recovered from the cost that NESO charges suppliers to balance the power system – either would function well. Our analysis indicates that this cost is likely to be £17.4 billion in total, or £11 on the average household bill per year.[28] This compares favourably with the £30/year household cost of the Capacity Market, which overwhelmingly supports gas and which this proposal would in large part replace.[29] The RAB should only allow additional capital investments that require strategically necessary refurbishment, to avoid promoting and locking in this polluting infrastructure.

The RAB should be implemented via a change to the generation licence conditions that apply to participating gas plants, which would be undertaken by Ofgem. This would restrict the ability of participating gas plants to trade independently of instruction by NESO.

## Powers for NESO

Given Ofgem's independent status, the government could pass primary legislation to ensure Ofgem feels confident that it has the powers to make such modifications to generators' licences. This legislation would also allow network utilities to own gas plants, in case existing owners choose to sell up.

The government could also choose to clarify the provisions in the Energy Act 2023 that confer on NESO the functions of coordinating and directing the flow of electricity over the transmission system. This would give NESO the ability to operate the plants for the purposes of system security, but is not integral to the RAB model. NESO would then need to specify, through guidance to the market, how and when it would use the gas plants for the purpose of system security.

**Most gas plant owners are currently staring down the barrel of an ever-decreasing market share, and there is very little information from the government about how it expects them to cover their costs in the future.**

## Getting gas into the strategic reserve

Moving gas plants into this reserve can be accomplished using either the carrot or the stick.

Most gas plant owners are currently staring down the barrel of an ever-decreasing market share, and there is very little information from the government about how it expects them to cover their costs in the future. In the face of such uncertainty, having a defined path to revenue – which a RAB would represent – could be very attractive. As such, we expect that an invitation to gas plants to join the reserve on a voluntary basis would have significant take-up. Owners could sell up to an existing utility seeking to participate in the scheme or establish their own.

At the same time, there will be gas plant operators with older plants who no longer have to pay down financing costs and who are confident about their ability to maximise revenue in the market. Convincing these operators to join the reserve will require mechanisms that forcibly restrict their forward revenue, particularly given the exit of their competition from the market.

The necessary mechanisms already exist within primary legislation. Closing the Capacity Market to gas would deprive gas plants of a guaranteed revenue stream, and can be achieved through changes to eligibility requirements. Applying an ever-tightening Emissions Performance Standard to gas plants that choose to stay outside the RAB will prevent them from generating beyond a certain number of hours in the year.

Burbo Bank offshore wind farm, Liverpool.

© Paul Langrock / Zenit / Greenpeace

## Other options for ownership of gas plants

We recommend creating a new utility to manage gas plants, as set out above. Alternative options for gas plant ownership include nationalisation or leaving them in current ownership, which we discuss below.

### Nationalisation

Nationalisation of gas plants has been proposed by the not-for-profit organisation Common Wealth.[30] The cost of purchasing these plants is very high. Our recommended RAB model assumes that the purchase price of all of these plants would be their depreciated value, which we estimate as £17.4 billion, plus the Net Present Value of their forward revenue (£50 billion), which comes to about £67.6 billion in total.[31] As a point of comparison, the total capital spending limit of the Department of Energy Security and Net Zero (DESNZ) over the period 2023-2030 was laid out in the 2025 Spending Review as £56.7 billion, not including Sizewell C. While there are measures the government could take to reduce the upfront cost of this move – depending on its appetite for spooking capital markets – we regard this cost as likely being beyond the government's fiscal envelope.

### Current (private) ownership

Leaving plants with their existing owners in the short term is probably the least disruptive option, but the very different operational model we propose is likely to reduce owners' appetite to retain the assets. Equity-heavy plant owners with an emphasis on short-run gains are likely to take the view that their capital may be better suited to higher-risk assets elsewhere. This is particularly the case if they have built a business around identifying short-term trading opportunities, where investment in batteries may be more attractive.

## Other options for payment

We recommend payment through a Regulated Asset Base model, as outlined above. But there are other options for funding, including via the Treasury or the billpayer.

### The Treasury

The government has the option to bypass the regulator and handle these payments directly, with the Treasury acting as the overseer of gas plants to ensure that costs are being incurred efficiently. This has the benefit of reducing bills to the greatest extent, but further challenges this government's spending plans.

### The billpayer, via the Capacity Market

An alternative is to leverage the existing Capacity Market (CM) mechanism to provide gas plants with a simple availability payment to cover their costs via a bespoke CM agreement. This would be recovered from bills. This option represents the easiest path to delivery, but may not be optimal in the long term. Cost control in the Capacity Market is achieved through a competitive auction, and although long-term CM agreements are available they are not intended to cover the whole lifetime of the plant. A simple inflation-linked availability payment allocated non-competitively – as it is likely it would have to be offered to all gas plants – may not necessarily represent efficient costs. The CM is not designed to achieve this outside of an auction framework. There is no mechanism to enable a capacity contract to be reopened if costs materially change. This means that the billpayer could be on the hook for higher costs, without any form of recourse, for 15 years.

## A just transition for gas workers

Gas plant workers have played a critical role in maintaining the reliability of the UK's energy system over decades. Now the government and industry have to deliver a just transition for workers, in consultation with those workers and their unions.

As the Climate Change Committee has outlined, unabated gas generation needs to fall to below 2% of electricity supply by 2040, with a full phase-out by 2050, to meet legally binding carbon budgets.[32] Ensuring a well-managed, just transition for workers in this declining industry is essential.

Under a RAB model for a strategic reserve of gas generation assets, the government would take on a greater degree of responsibility for ensuring that workers enjoy good working conditions, with commitments to job retention, retraining and workforce consultation. The process of agreeing the terms of the RAB should be drawn up in consultation with workers and their unions, and the contract offers an opportunity to secure good terms and conditions for workers employed on plants within the scheme.

Delivering this transition will demand coordinated action from government, industry and trade unions, with transparent planning and targeted support where risks such as regional job losses or skills gaps emerge. Decarbonisation must go hand in hand with social responsibility – ensuring that energy workers are supported through the changes ahead.

RMT union leaders meet with Greenpeace on board the Rainbow Warrior ship.

© Luca Marino / Greenpeace

A worker in the Emma Bridgewater pottery factory, Stoke on Trent.
© Gary Calton Photos / Alamy

# Savings from the RAB model

This section provides an overview of the results of our analysis. Our approach is laid out in the Methodology section below.

On top of the cost of servicing the RAB outlined above, NESO would have to contract for the volume of gas it expects to need over the course of the year for the operation of the gas plants. We assume that NESO would be at least as efficient as existing operators at procuring gas, although a single buyer may have greater market power. In total, the operation of the strategic reserve would cost £5 billion per year, recovered from consumer bills. Net savings for all electricity consumers are estimated to be £5.1 billion in 2028, and would peak in 2030 at £5.2 billion.[33]

It is worth noting that we assume gas power stations would no longer pay for UK Emissions Trading Scheme (ETS) credits or the Carbon Price Support. This would mean that the Treasury would lose £2.1 billion in taxes in 2028, and £0.6 billion in 2035. If gas power stations were to continue paying carbon costs, the savings for electricity consumers would fall but the costs to the Treasury would be lower.

Balancing costs are forecasted to fall, as investment in the grid means NESO can move electricity across the country to where it's needed, rather than having to pay some areas to turn up generation and others to turn it down. This means that household savings are higher in 2030 than in 2035, as are savings for cafés and pubs. However, savings for energy-intensive industries remain unchanged as they already receive compensation for the carbon costs on their electricity use.

**Net savings for all electricity consumers are estimated to be £5.1 billion in 2028, and would peak in 2030 at £5.2 billion.**

Woman opening energy bill during cost of living crisis.

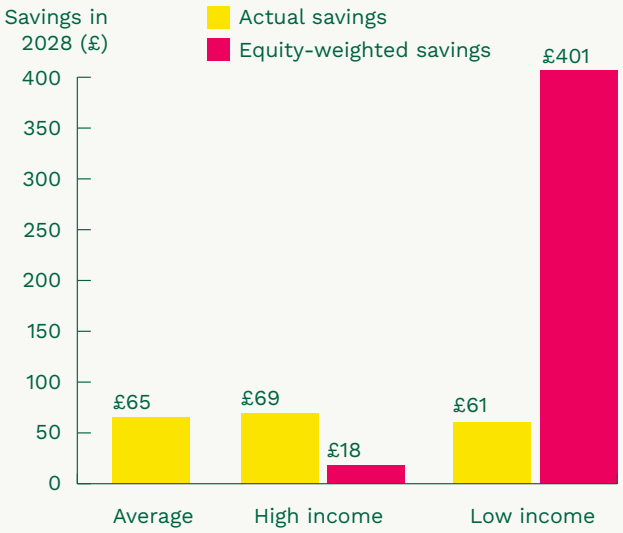
© monkeybusinessimages Photos / iStock

## Savings for households

We estimate that the RAB would save the average household £65 per year as soon as 2028, which is equal to £1.7 billion in total.[34] The impact of this differs across income groups, as an additional pound of income is worth more to a low-income household than it is to a high-income household. For the bottom 10% of households this saving represents 0.7% of annual disposable income, whereas for the average household it represents 0.1%.

Consequently, we also calculate the equity-weighted savings across deciles using a government-approved approach, which reflects the higher relative value of these savings to lower-income households.[35] For example, we calculate that the RAB will save the bottom 10% of households £61 in 2028 (because of lower energy use), but in equity-weighted terms this is worth £401. Conversely, the top 10% are expected to save £69 in 2028 (because of higher energy use), but this is worth less in equity-weighted terms, at £18.

Figure 7
**Savings for households from the RAB model**




**Source:**
Greenpeace/Stonehaven (2025) Power Shift (Methodology)

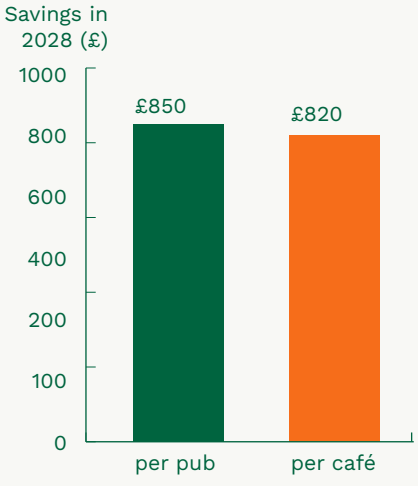
Household and business savings may not sum to total savings due to rounding.

The Wharf pub in Macclesfield, Cheshire.

## Savings for businesses

We estimate that the RAB will save businesses £3.3 billion in 2028. Cafés and pubs, specifically, are expected to benefit significantly from the RAB proposal. Pubs would save £38 million in 2028 and cafés would save £9 million in 2028. This is the equivalent of £850 for an average pub and £820 for an average café.

Figure 8
**Savings for businesses from the RAB model**



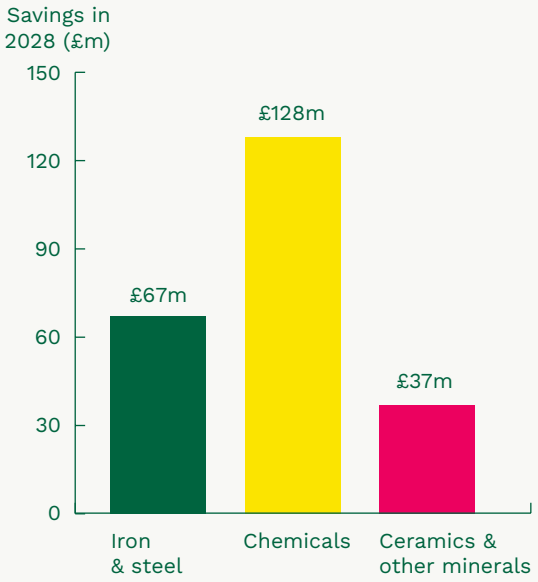

**Source:**
Greenpeace/Stonehaven (2025) Power Shift (Methodology)

## Savings for industry

The £3.3 billion savings for businesses includes savings for industry. For example, in 2028 we estimate the RAB to save the iron and steel industry over £67 million, the chemicals industry £128 million, and ceramics and other minerals (e.g. glass and cement) £37 million.

Savings for industry and businesses will also be passed on to consumers via lower inflation, further alleviating the cost of living crisis.

Figure 9
**Savings for industry from the RAB model**




**Source:**
Greenpeace/Stonehaven (2025) Power Shift (Methodology)

## Savings in a global gas price spike scenario

As well as providing immediate relief to billpayers, this RAB proposal would also act as an insurance policy, protecting families and businesses against the threat of future international gas price spikes. Even larger savings than those outlined above would have occurred had gas plants been under a RAB during the 2021-22 gas crisis, when wholesale gas costs skyrocketed. We estimate a RAB would have prevented an additional £8.9 billion being added to bills in 2021 alone, which equates to £155 per household.

Activists reveal artwork on Port Talbot beach, calling on the government to support a just transition for steelworkers.

© Saf Suleyman / Greenpeace

A blade from a wind turbine is signed in Edinburgh in support of a just transition to renewable energy as part of the Rainbow Warrior Just Transition Tour.
© Luca Marino / Greenpeace

# Overview of other policy proposals to bring down energy bills

Over the years, many solutions have been put forward to address the issues facing the electricity system. Below, we discuss some of these other proposals to curtail the power of gas plants to dictate electricity prices and extract rent from households and businesses.

## Zonal pricing modal

One solution that has been consulted on is changing the market mechanism from a 'pay-as-clear'[36] model to a zonal pricing model. This would involve splitting the UK into multiple geographical zones and essentially having a marginal cost stack for each zone. In practice, this would mean that areas with high cheap renewable capacity would pay lower prices, and areas with less cheap renewable capacity (and constrained capacity to import renewable energy from other zones) would pay the higher prices set by gas. This would make gas the marginal generator only in areas where it is truly marginal, limiting its cost impacts to regional rather than national level. However, the government has recently ruled out this approach amid fears that such a major market reform would lead to increases in capital costs.

## Splitting the market

Splitting the market into separate low-carbon and fossil auctions has also been discussed. In this scenario, renewable prices would be paid for renewable energy and these would not be directly impacted by inflated gas prices. While on the surface the concept has potential, it faces significant challenges. Clean energy still requires high upfront capital investment and stable revenue through long-term contracts, which are currently underpinned by the integrated market. A split market would create uncertainty, disrupt existing contracts and undermine investor confidence – ultimately raising the cost of capital for new projects. Without a mechanism for managing these risks, and in the absence of large-scale storage or flexible demand to balance the system, the operational and transition costs of creating a two-tier market outweigh the benefits.

## Shifting levies

Taking policy levies off electricity bills and putting them onto gas bills or general taxation has also been suggested. The main benefit of this reform lies in correcting an injustice: despite electricity becoming cleaner, electricity bills are artificially expensive because they bear the costs of decarbonisation, while gas bills remain relatively cheap, undermining the energy transition. Shifting levies onto gas bills would lower electricity bills, encourage electrification and better align prices with carbon intensity. However, this approach has political drawbacks. Raising gas prices during a cost of living crisis is unpopular and, more importantly, it does not directly address the investment gap in low-carbon generation with controllable output. While shifting levies to gas would rebalance incentives to help accelerate electrification, it is unlikely that it would

reduce bills overall, and the net household cost burden is likely to remain the same. Taking levies from electricity bills into general taxation would make electricity cheaper while avoiding the issue of increasing gas prices, and we would encourage the government to look into this alongside our RAB proposal.

Our RAB proposal addresses the distorting market power of gas plants while ensuring that gas is part of the strategic energy reserve. This option can be delivered at a lower political cost and with better returns for billpayers than most of the alternatives discussed above, and we therefore recommend that the government rapidly implements this policy.

**Taking levies from electricity bills into general taxation would make electricity relatively cheaper while avoiding the issue of increasing gas prices, and we would encourage the government to look into this alongside our RAB proposal.**

Poppies fish and chips takeaway in Spitalfields Market, London.

© ferrantraite Photos / iStock

# Conclusion

The UK's current electricity pricing model – where gas power largely determines the wholesale price of electricity – has led to persistently high energy costs. This structure has exposed the energy system to significant volatility, especially during periods of global disruption such as the 2021-22 gas price crisis.

While significant and commendable progress has been made in deploying renewable energy, the full economic benefits of this transition are not being realised under existing market arrangements. Tackling this problem is not only desirable – it is increasingly politically and socially urgent.

Our recommendation is to bring gas plants into a Regulated Asset Base. This would prevent them from extracting scarcity rents during periods of high demand, while retaining these plants as part of a strategic reserve to support system reliability.

This policy could be delivered in two years' time without the need for new primary legislation. With gas plants quickly becoming stranded assets in the transition to clean energy, this offer of secure and regular returns could be very attractive to many plant operators.

Our modelling suggests that this approach could reduce average household energy bills by approximately £65 per year in 2028, and generate significant cost savings across the wider economy. Alongside additional policy proposals from other civil society groups, such as E3G and EnergyUK, our recommendation goes a long way to reaching the government's goal of £300 savings per household, per year.[37] It also insures families and businesses – and the public purse – against the extraordinary spikes in fossil fuel prices that have sparked half of the UK's recessions since the 1970s.[38]

The longer the current pricing model remains in place, the greater the cost to consumers, the economy and the climate. Aligning market design with the goals of affordability, resilience and decarbonisation will position the UK as a world leader in the energy transition, while delivering tangible benefits for households, businesses and industry alike.

Greenpeace volunteers give the Treasury a green makeover.
© Marie Jacquemin / Greenpeace

# Methodology

Stonehaven modelled the impact of taking gas power plants out of the wholesale electricity market and, instead, giving gas plants a regulated revenue.

The savings come from:

- Lower wholesale market prices.
- Lower balancing costs, as gas plants no longer have market power.
- Lower carbon costs. The model assumes that gas power stations no longer pay for UK ETS credits or the Carbon Price Support, reducing the RAB payments needed to cover gas costs.

The costs come from:

- Paying fuel costs, maintenance and anticipated returns to the owner via the RAB, recovered from consumer bills.

The analysis assumes gas prices at cost in the balancing market. It excludes the cost of having to 'ramp-up' production at short notice to help with balancing. It also does not look at the impact of other technologies gaining and exploiting the market power that gas currently has. These would reduce consumer savings.

## Costs

The value of the RAB is calculated as the product of total installed gas capacity and the capital and fixed cost per MW (over £73,000), assuming a load factor of 93%.[39] The model assumes this figure of £17 billion would be spread evenly over 20 years, and the in-year value would be added to consumer bills. The cost per household is calculated using projections of residential and total electricity consumption from DESNZ's Energy and Emissions Projections reference scenario, and the number of households from the Office for National Statistics (ONS).

Annual fuel costs are calculated similarly using the respective Levelised Cost of Energy (LCOE) component value, which is then converted to £/MW (£350,000/MW).

## Wholesale market impact

The effect of removing gas from the wholesale market is modelled by calculating the potential savings from importing cheaper electricity from interconnected markets.

For each settlement period between July 2016 to June 2025, the model examines hourly prices across interconnected markets; it assumes the UK would import from all with prices below the UK's price, and export to those with prices above the UK's price. That means the marginal importer is the most expensive connected market of those cheaper than the UK.

Potential savings are calculated as the difference between the marginal interconnected price and the UK wholesale price for each period.

The average percentage savings achievable by importing electricity at lower prices is calculated using the average potential savings and average UK wholesale price over the time period.

The model applies this percentage savings to the projected demand of in-scope electricity (which excludes existing and forecasted CfD generation and gas) and uses the Energy and Emissions Projections reference scenario for wholesale prices and retail prices from the Green Book to calculate the bill savings.

For forecasted generation, the model takes an average of new wind and solar as well as gas from NESO's Future Energy Scenarios (FES).

The total wholesale market savings is calculated as:

$$CfD + gas\ \ generation\ \ (TWh) \times\ \ wholesale\ \ price\ \ (£/MWh) \times percentage\ \ savings\ \ (\%)$$

## Balancing market impact

The model uses historic balancing action data to calculate the average price received by gas plants in the balancing market from 2021 to 2025.

The price impact in the balancing market (BM) is calculated as:

$$Price\ \ impact\ \ \%\ \ =\ \ \frac{Potential\ \ savings\ \ (£m)}{Total\ \ spend\ \ in\ \ BM\ \ (£m)}$$

Where potential savings is:

$$(Average\ \ gas\ \ price\ \ (£/MWh) - gas\ \ marginal\ \ cost\ \ (£/MWh)) \times\ \ gas\ \ volume\ \ in\ \ BM$$

The model calculates the savings in balancing costs by applying the price impact to projections of balancing costs in NESO's 2025 Annual Balancing Costs Report.

## Carbon costs impact

Potential savings from carbon costs are calculated using projections of UK ETS prices and gas generations from FES.

## Total impact

The total net savings is the sum of the wholesale market savings, balancing market savings and carbon cost savings.

## Impact of RAB in 2021

To calculate the potential savings of the RAB in 2021 the same methodology outlined above is used, with three key changes:

When calculating the impact on the wholesale market, the model restricts the analysis of the settlement periods to those in 2021. Gas prices began to rise in 2021 well in advance of the Russian invasion of Ukraine. This was driven by market conditions, and 2021 is therefore more representative of a typical spike in gas prices. The same change is made in calculating the price impact in the balancing market. To calculate carbon cost savings, the model uses historical data on UK ETS prices and gas generation.

## Savings

Household savings are calculated using the same approach to household costs outlined in the Costs section above. The distributional analysis is achieved by breaking down total household savings into equivalised[40] disposable income deciles.

This disaggregation is done using estimated household electricity consumption to derive each decile's share of total consumption. Average electricity consumption is calculated using average electricity expenditure by decile, as provided by the ONS, as well as average fixed and variable costs from Ofgem. Average savings per household in each decile are calculated using the number of households per decile in the ONS Living Costs and Food (LCF) Survey.

Equity-weighted results are calculated by multiplying average savings with equity weights for each decile. These weights are calculated according to Green Book guidance, using the following equations:

$$Marginal\ \ utility\ \ (MU)\ \ of\ \ income_{decile}\ \ = \frac{1}{Median\ \ income_{decile}}$$

$$Equity\ \ weight\ \ = \left(\frac{MU\ \ of\ \ income_{decile}}{MU\ \ of\ \ income_{All\ \ households}}\right)^{1.3}$$

Total savings for businesses were calculated by subtracting total savings for households from the total impact of the RAB. The model calculates sector-specific savings using the price impact of total savings expressed in £/MWh. The model uses the 2023 electricity consumption for each sub sector[41] as a baseline to which the price impact is added.

# References


1 CBI (24 February 2025) Growth and innovation in the UK's net zero economy. https://www.cbi.org.uk/articles/growth-and-innovation-in-the-uk-s-net-zero-economy/

2 ONS (1 February 2022) Energy prices and their effect on households. https://www.ons.gov.uk/economy/inflationandpriceindices/articles/energypricesandtheireffectonhouseholds/2022-02-01

3 MoneySavingExpert (updated 8 July 2025) What is the Energy Price Cap? https://www.moneysavingexpert.com/utilities/what-is-the-energy-price-cap/

4 ECIU (20 February 2025) Russian invasion anniversary: £140bn gas bill for UK since crisis began. https://eciu.net/media/press-releases/2025/russian-invasion-anniversary-140bn-gas-bill-for-uk-since-crisis-began

5 H. Ritchie (15 August 2023) If the UK has lots of renewables, why do electricity prices follow gas prices? https://www.sustainabilitybynumbers.com/p/electricity-pricing

6 Most up-to-date figures from 2021. In Zakeri, B. et al. (2023) The role of natural gas in setting electricity prices in Europe, Energy Reports, Vol 10, pp. 2778-2792. https://www.sciencedirect.com/science/article/pii/S2352484723013057

7 Carbon Brief (20 May 2025) Factcheck: Why expensive gas – not net-zero – is keeping UK electricity prices so high. https://www.carbonbrief.org/factcheck-why-expensive-gas-not-net-zero-is-keeping-uk-electricity-prices-so-high/

8 J. Ambrose (8 January 2025) Two power station owners to get more than £12m for three hours of electricity. The Guardian. https://www.theguardian.com/business/2025/jan/08/two-power-station-owners-to-get-more-than-12m-for-three-hours-of-electricity

9 R. Miller (23 July 2025) UK raises guaranteed maximum electricity price for wind developers. https://www.ft.com/content/73ae2ec5-c274-411e-8757-d22d79c24aa0

10 National Energy Action (n.d.) Energy Crisis. https://www.nea.org.uk/energy-crisis/

11 GOV.UK (11 November 2020) Health matters: cold weather and COVID-19. https://www.gov.uk/government/publications/health-matters-cold-weather-and-covid-19/health-matters-cold-weather-and-covid-19

12 Ibid.

13 BRE Group (1 March 2023) Tackling cold homes would save the NHS £540mn per year, new BRE research reveals. https://bregroup.com/news/tackling-cold-homes-would-save-the-nhs-540mn-per-year-new-bre-research-reveals

14 Bennet Institute for Public Policy (10 January 2022) Boosting low incomes is vital for levelling up. https://www.bennettinstitute.cam.ac.uk/blog/levelling-up-income/

15 ONS (19 May 2025) The impact of higher energy costs on UK businesses: 2021 to 2024. https://www.ons.gov.uk/economy/economicoutputandproductivity/output/articles/theimpactofhigherenergycostsonukbusinesses/2021to2024

16 UK Steel (2 September 2024) New report: Opportunity for Government to reduce electricity prices to uplift steel industry. https://www.uksteel.org/steel-news-2024/opportunity-for-gov-to-reduce-power-prices-uplift-uk-steel

17 R. James (1 May 2025) Almost £100 million spent on British Steel nationalisation so far, minister says. https://www.standard.co.uk/news/politics/jonathan-reynolds-british-steel-scunthorpe-secretary-of-state-north-lincolnshire-b1225409.html

18 GOV.UK (22 June 2025) Powering Britain's future: Electricity bills to be slashed for over 7,000 businesses in major industry shake-up. https://www.gov.uk/government/news/powering-britains-future-electricity-bills-to-be-slashed-for-over-7000-businesses-in-major-industry-shake-up

19 Office for Budget Responsibility (2023) The cost of the Government's energy support policies. https://obr.uk/box/the-cost-of-the-governments-energy-support-policies/

20 Ipsos (22 April 2025) Almost nine in ten Britons are concerned about energy prices. https://www.ipsos.com/en-uk/almost-nine-ten-britons-are-concerned-about-energy-prices

21 GOV.UK (27 March 2025) Accredited official statistics: Provisional UK greenhouse gas emissions statistics 2024. https://www.gov.uk/government/statistics/provisional-uk-greenhouse-gas-emissions-statistics-2024

22 F. Mayo (9 August 2024) The largest emitters in the UK: annual review. Ember. https://ember-energy.org/app/uploads/2024/08/The-largest-emitters-in-the-UK_-annual-review-1-1.pdf

23 Climate Change Committee (26 February 2025) The Seventh Carbon Budget. http://www.theccc.org.uk/publication/the-seventh-carbon-budget/

24 Climate Change Committee (25 June 2025) Progress in reducing emissions – 2025 report to Parliament. https://www.theccc.org.uk/publication/progress-in-reducing-emissions-2025-report-to-parliament/

25 Ibid.

26 Climate Change Committee (25 June 2025) Make electricity cheaper for consumers, says climate advisor. https://www.theccc.org.uk/2025/06/25/make-electricity-cheaper-for-consumers-says-climate-advisor/

27 See Costs section in Methodology

28 See Costs section in Methodology

29 Ofgem, Energy price cap (default tariff) levels. https://www.ofgem.gov.uk/energy-policy-and-regulation/policy-and-regulatory-programmes/energy-price-cap-default-tariff-policy/energy-price-cap-default-tariff-levels

30 A. Khan, C. Hayes and M. Lawrence (27 April 2025) Nationalise Gas to Lower Bills: How a Public Strategic Reserve Can Lower Costs and Enhance Energy Security. https://www.common-wealth.org/publications/nationalise-gas-to-lower-bills

31 See Costs section in Methodology

32 Climate Change Committee (26 February 2025) The Seventh Carbon Budget. https://www.theccc.org.uk/publication/the-seventh-carbon-budget/

33 See Balancing market impact section in Methodology

34 This figure has been rounded to the nearest multiple of 5. All savings are in 2023 prices.

35 HM Treasury (23 August 2024) The Green Book and accompanying guidance. https://www.gov.uk/government/collections/the-green-book-and-accompanying-guidance-and-documents

36 Under a 'pay-as-clear' model, market participants pay the same price per unit of electricity, which is set based on the highest accepted bid.

37 E3G (15 January 2025) The UK's clean power mission: Delivering the prize. https://www.e3g.org/publications/the-uks-clean-power-mission-delivering-the-prize/ and Energy UK (11 March 2025) How to cut bills: A crisis we can't afford to ignore. https://www.energy-uk.org.uk/publications/how-to-cut-bills-a-crisis-we-cant-afford-to-ignore/

38 Climate Change Committee (26 February 2025) The Seventh Carbon Budget. https://www.theccc.org.uk/publication/the-seventh-carbon-budget/

39 The load factor is taken from DESNZ's Example LCOE Calculator.

40 These are provided by the ONS Living Costs and Food (LCF) Survey. Larger households need a higher level of household income to achieve the same standard of living as smaller households. For example, a two-person household does not need as much income as a family of four to have the same standard of living. Equivalising disposable income involves applying a scaling factor to household disposable income to adjust for differences in household size and composition, and enables the comparison of impacts on households of different sizes.

41 Taken from Energy Consumption in the UK statistics provided by DESNZ.

**September 2025**

**George Bristow**

**Subject:** RE: Conf. & legally privileged: Peaceful protest at Staythorpe gas station

---

**From:** Glover, Tom
**Sent:** Thursday, September 25, 2025 9:03 am
**To:** Areeba & Will
**Cc:** Barrs, Alice ; Mel Evans
**Subject:** RE: [EXT] Peaceful protest at Staythorpe gas station

Dear Areeba,

Many thanks for your email, which is much appreciated. I understand completely how Greenpeace approaches its strategies, but equally, you must be aware that this does make it challenging for companies to engage as fully as we would really like, given our priority for the health and safety of all people on our sites. However, as clearly stated, we are fundamentally aligned with many of your objectives – ensuring a clean, affordable, and secure energy system with an investor environment that allows us to continue to invest billions of pounds into the energy transition. We are equally concerned, as you are, that there are significant political headwinds to these goals at the moment, and those who support these goals need to stay as united as possible in trying to find solutions that will work for everybody.

As such, given that police investigations continue, we would propose at this point that the best course of action is for Alice and RWE's wider team to follow up with Adam Bell to fully understand your proposal and hopefully for him to understand our ideas and perspectives. This will hopefully allow a constructive dialogue on this topic between the relevant experts to continue.

Many thanks, and once again, many thanks for keeping the dialogue open.

Tom

**Tom Glover** (he/him/his)
**RWE UK Country Chair**

**Our energy has impact.**

---

**From:** Areeba & Will
**Sent:** 24 September 2025 11:49
**To:** Glover, Tom
**Cc:** Barrs, Alice ; Mel Evans
**Subject:** Re: [EXT] Peaceful protest at Staythorpe gas station

Dear Tom

Now that our activists are out on bail and heading home, we'd like to once more extend an invitation to you and RWE to continue to engage with Greenpeace specifically on the proposal on how to bring bills down for ordinary people in this country while maintaining the mandate for climate action and more generally as well. We know that Adam Bell has been in touch with you to rearrange the meeting and we hope that it can progress.

We understand that there might be some frustration because of the peaceful protest we carried out

in Staythorpe earlier this week. I want to reassure you that it was planned with the utmost safety of everyone, not just our climbers in mind. The objective of that protest was to highlight that gas is what keeping our bills high and letting it stop from setting our energy prices will bring down bills -- essentially a very simple version of the RAB proposal that we discussed with you in person. We made a deliberate choice to not name or single out RWE because our campaign is not about one company but about energy markets and resetting them and ultimately our demand is towards the government to do the right thing.

As an organisation, we have always felt comfortable running 'inside-outside' strategies--we can be on the roof of the Parliament and briefing MPs inside the Parliament the same week. It is who we are and we do not have any permanent friends or enemies--we will constructively work with anyone who is driving for solutions and progressive change.
We hope this clarifies the situation for you somewhat and encourages you to remain open to engaging with Greenpeace and our work.

All my best

Areeba
On Tue, 23 Sept 2025 at 11:05, Glover, Tom <tom.glover@rwe.com> wrote:

> Dear Areeba
> Despite our desire to always engage in constructive discussions, it is not appropriate that we engage further with Greenpeace UK whilst there is an ongoing police investigation relating to the incident yesterday.
> As such, we will also cancel the meeting scheduled tomorrow until further notice.
> Many thanks
> Tom
>
> **Tom Glover** (he/him/his)
> **RWE UK Country Chair**
>
> **Our energy has impact.**
>
> ---
> **From:** Areeba & Will <exuk@greenpeace.org>
> **Sent:** 23 September 2025 09:25
> **To:** Glover, Tom <tom.glover@rwe.com>
> **Cc:** Barrs, Alice <alice.barrs@rwe.com>; Mel Evans <mel.evans@greenpeace.org>
> **Subject:** Re: [EXT] Peaceful protest at Staythorpe gas station
> Thanks Tom
> It would be great if we could speak urgently today please--even 15/20 mins should be enough. Mel and I can get on a zoom call if you let us know when you are available
> Best
> Areeba
> On Mon, 22 Sept 2025 at 13:12, Glover, Tom <tom.glover@rwe.com> wrote:
>
> > Dear Areeba
> > Thank you for your email. I was informed of the action first thing this morning and have closely monitored the situation since then.

We are obviously very disappointed with this action, as we have tried to engage positively and constructively with you and your team and were looking forward to further positive discussions with you.
Our foremost priority is always the safety and wellbeing of everyone on site, including our staff, contractors, and your team. We are closely monitoring the situation and working collaboratively with the relevant authorities to ensure that all necessary safety measures are in place.
Kind regards
Tom

**Tom Glover** (he/him/his)
**RWE UK Country Chair**
T +44 (0) 330 100 5934
M +44 (0) 7771 90 60 97
E tom.glover@rwe.com
*Please note: my normal working days are Tuesday-Thursday, if you need urgent attention on a Monday or Friday please contact my Personal Assistant, Jade Wright (jade.wright@rwe.com)*

**Our energy has impact.**

---

**From:** Areeba & Will <exuk@greenpeace.org>
**Sent:** 22 September 2025 12:02
**To:** Glover, Tom <tom.glover@rwe.com>; Barrs, Alice <alice.barrs@rwe.com>
**Cc:** Mel Evans <mel.evans@greenpeace.org>
**Subject:** [EXT] Peaceful protest at Staythorpe gas station

[** EXTERNAL SENDER **]:
**Do not click links, open attachments or enter your ID/Password** unless you recognize the sender and certain the content is safe. **If anything appears suspicious, report it**. Consider the following before taking action: Were you expecting this email? Can you verify the sender? Are the grammar and spelling correct? Does the content or request make sense?
[** EXTERNER ABSENDER **]:
**Klicken Sie nicht auf Links, öffnen Sie keine Anhänge und geben Sie Ihre ID/Ihr Kennwort** nur dann ein, wenn Sie den Absender erkennen und sicher sind, dass der Inhalt sicher ist. **Wenn Ihnen etwas verdächtig vorkommt, melden Sie es.** Beachten Sie Folgendes, bevor Sie Maßnahmen ergreifen: Hatten Sie diese E-Mail erwartet? Können Sie den Absender verifizieren? Sind Grammatik und Rechtschreibung korrekt? Ergibt der Inhalt oder die Aufforderung einen Sinn?

Tom Glover
RWE UK Country Chair
T +44 (0) 330 100 5934
M +44 (0) 7771 90 60 97
Dear Tom,
I hope you're well. Should you not have been informed yet, I am writing to give you a heads up that Greenpeace has scaled your Staythorpe power station early this morning.
We have taken this action in typical Greenpeace style to tell our supporters and the wider public that it is gas power plants and not 'net zero' that are to blame for high bills. As recently discussed, we are countering the disinformation that blames renewables and serves the interests of the fossil fuel industry. Our intention is to build support and understanding of the energy transition and the government's clean power plan. Last winter, two gas-fired power stations received an eye watering £18 million for producing electricity over just three hours. This is just one aspect of how the current market disbenefits consumers.
This activity has been meticulously planned to the highest safety standards. Air pollution masks and monitors are in operation on all levels of the climb, the climb teams are trained rope-access climb experts, and the lead climber is an ex-paratrooper.
As we conveyed when we met, beyond the practical limitations to your voluntary pot zero proposal, the essential flaw is that it fails to acknowledge gas power is ultimately culpable for high bills, and that telling this truth to the public is the only way to effectively counter the current attack on renewables - which itself threatens RWE"s renewables investments security and stability.
Activists held banners on the stacks, carrying the message 'The Great Gas Rip Off: NOW ON' in the style of a for sale sign. The activists will leave as soon as the protest is over, they do not intend to stay

and disrupt operations for longer than necessary to make our point. We have contacted the major unions representing workers at the plant in regard to this activity.
Please let me know if you have any questions.
Best wishes,
Areeba
Areeba Hamid & Will McCallum
Co-Executive Directors
Greenpeace UK

Mel Evans sent you the following request:

Company/Institution: Greenpeace

email: mel.evans@greenpeace.org

Request: Peaceful protest at Staythorpe gas station

Text: As you now know, Greenpeace scaled Staythorpe power station early this morning.

We wish to explain to you and all workers onsite that this action is in protest against gas power company profiteering, which is causing suffering to ordinary people and industry through extortionate energy bills and the cost of living crisis. This protest is not demanding closure of this site: Greenpeace is calling for the UK government to take gas power out of the competitive electricity market to stop gas companies profiting from billpayers' misery.

The action is targeting the bosses of the company, not the workers. It is the bosses who have been lining the pockets of shareholders while the rest of the country - workers, businesses and industry - suffer from the extortionate energy bills. Last winter, two gas-fired power stations made an eyewatering £18 million producing electricity over just three hours, thanks to Britain's flawed energy system that enables extreme profiteering at times when there are unexpected spikes in demand.

Gas plant workers have played a critical role in maintaining the reliability of the UK's energy system over decades. Now the government and industry have to deliver a just transition for workers, in consultation with those workers and their unions. That's why Greenpeace has stood shoulder to shoulder with Unite and GMB to call on the UK government to invest in steel sector jobs at Port Talbot and Scunthorpe, and to demand support for offshore oil and gas workers as well as better wages, terms and conditions in the renewables industry. There's a long way to go on these issues, but any just transition must involve gas power workers too.

We have taken this action to tell the truth to the public about high energy bills: gas power profits are to blame, not net zero. Activists held banners on the stacks, carrying the message 'The Great Gas Rip Off: NOW ON' in the style of a for sale sign. The activists will leave as soon as the protest is over, they do not intend to stay and disrupt operations for longer than necessary to make our point. This activity has been meticulously planned to the highest safety standards. Air pollution masks and monitors are in operation on all levels of the climb, the climb teams are trained rope-access climb experts, and the lead climber is an ex-paratrooper.

We sincerely hope that no workers or reps feel personally or sectorally impacted by today's protest. If anyone does have concerns, please pass them on to me and I would be grateful to hear from them directly.

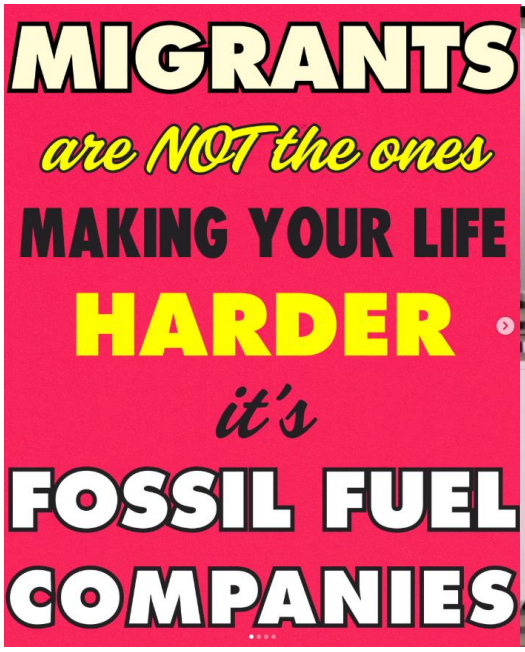
Sincerely,

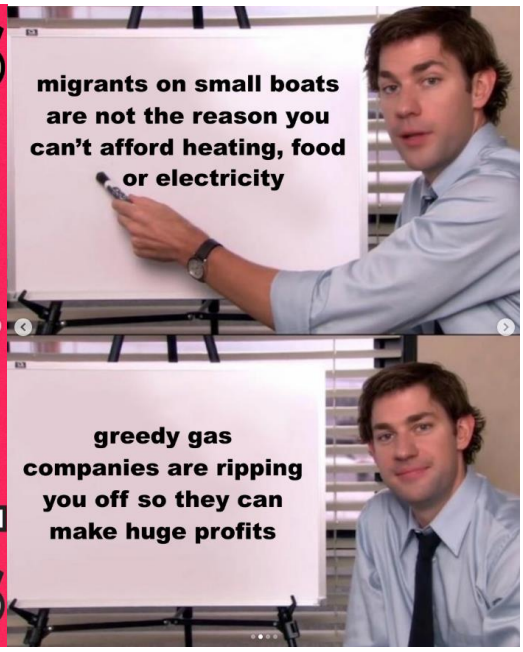
Mel Evans

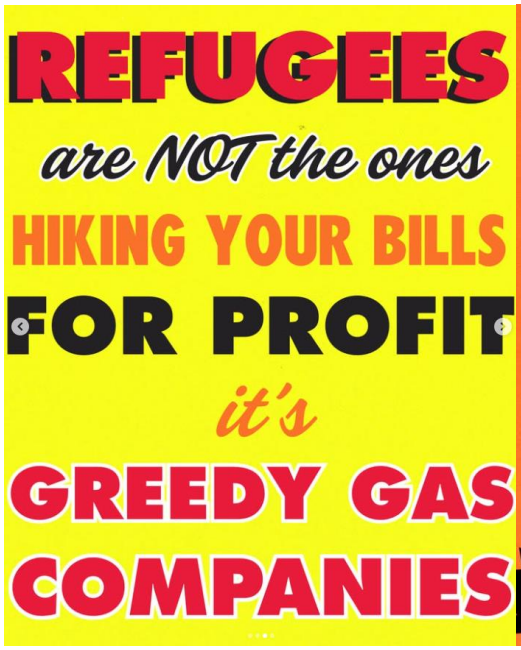
Head of UK Climate

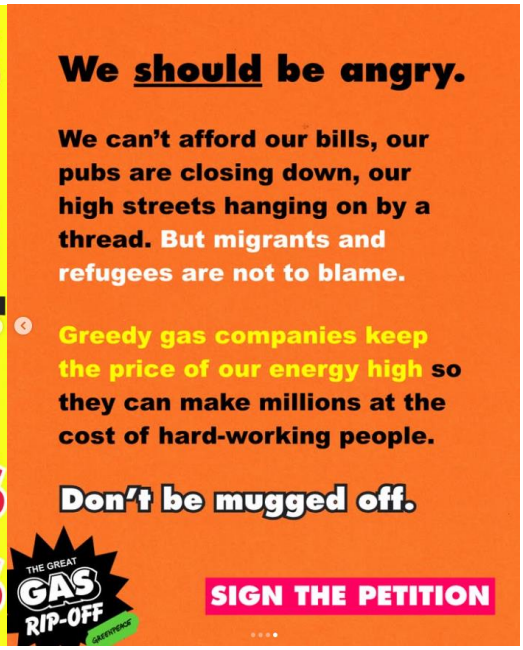
Greenpeace UK

mel.evans@greenpeace.org


MIGRANTS
are NOT the ones
MAKING YOUR LIFE
HARDER
it's
FOSSIL FUEL
COMPANIES


migrants on small boats are not the reason you can't afford heating, food or electricity
greedy gas companies are ripping you off so they can make huge profits


REFUGEES
are NOT the ones
HIKING YOUR BILLS
FOR PROFIT
it's
GREEDY GAS
COMPANIES


We should be angry.
We can't afford our bills, our pubs are closing down, our high streets hanging on by a thread. But migrants and refugees are not to blame.
Greedy gas companies keep the price of our energy high so they can make millions at the cost of hard-working people.
Don't be mugged off.
THE GREAT GAS RIP-OFF
SIGN THE PETITION

greenpeaceuk
Follow
greenpeaceuk We get it. You're angry. We SHOULD be angry. But you're focussed on the wrong 1%.
Greedy gas companies are ripping us off. They're raking in huge profits while our bills go up, our pubs close down and our high streets hang on by a thread.
Don't be mugged off. Sign the petition @greenpeaceuk to demand the UK government gets back control of our energy and lowers our bills.
Link in bio @greenpeaceuk.
5 d

Greenpeace UK
22 September at 15:55 ·

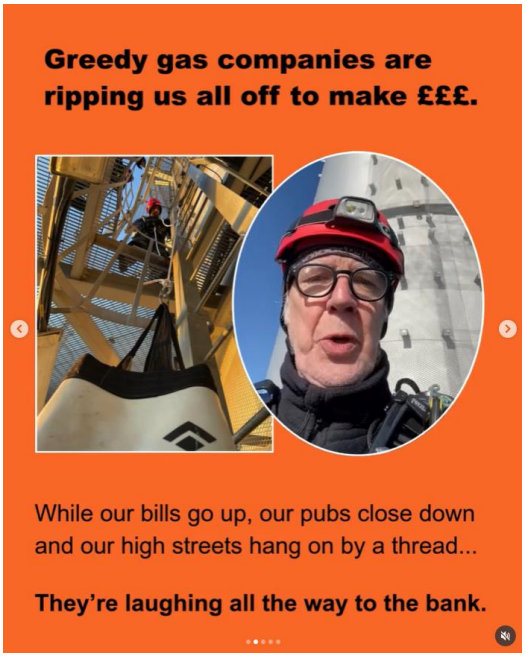
The system is rigged. Private gas companies set the price of our electricity, keeping costs high to line their own pockets.

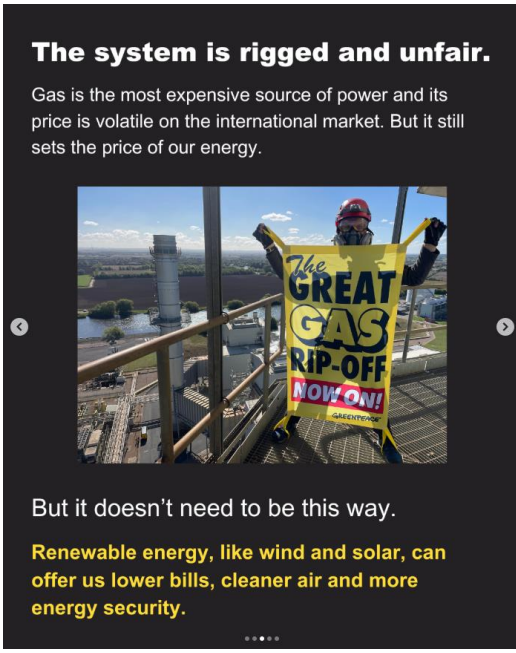
Ultimately, we all want the same thing: cheaper electricity that doesn't pollute our air or damage the health of our children and communities.

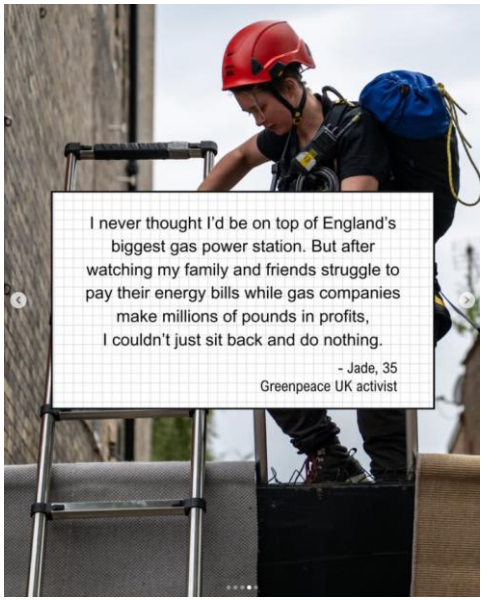
Renewable energy, like wind and solar, can offer that.

679 46 comments 63 shares

Like Comment Share



greenpeaceuk • Follow

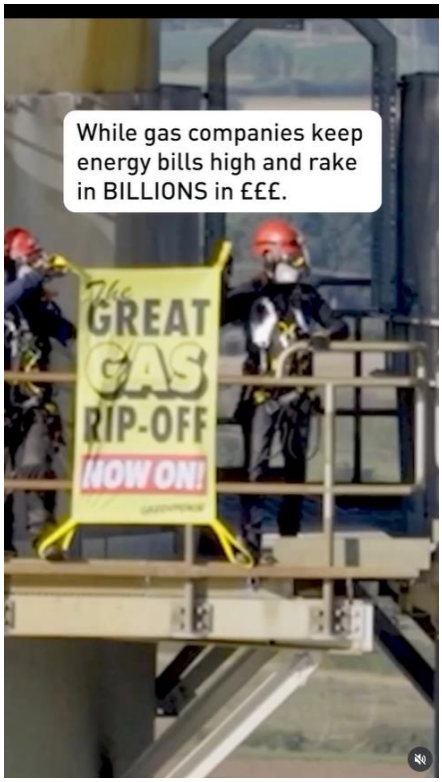
greenpeaceuk The system is rigged. Private gas companies set the price of our electricity, keeping costs high to line their own pockets. Enough is enough.

Ultimately, we all want the same thing: cheaper electricity that doesn't pollute our air or damage the health of our children and communities. Renewable energy, like wind and solar, can offer that.

We have the solutions. Now we just need action. Sign the petition @greenpeaceuk to stop the #GreatGasRipOff

Link in bio @greenpeaceuk.

Edited · 2 d



greenpeaceuk • Follow

Original audio

greenpeaceuk Gas companies are hiking our energy bills to rake in huge profits.

If you agree this is deeply unfair, join these brave activists in taking action. Sign the petition now to demand the UK government lowers our bills by stopping greedy gas from ripping us all off. Link in bio @greenpeaceuk.

2 d

greenpeaceuk · Follow

Original audio

greenpeaceuk 🔥Why did this retired hospice driver just climb the largest gas power station in England?

The system is rigged and unfair. Join Vincent and the other brave activists in taking action to demand that the UK government lowers our energy bills by stopping gas companies from ripping us off. Link in bio @greenpeaceuk.

1 d

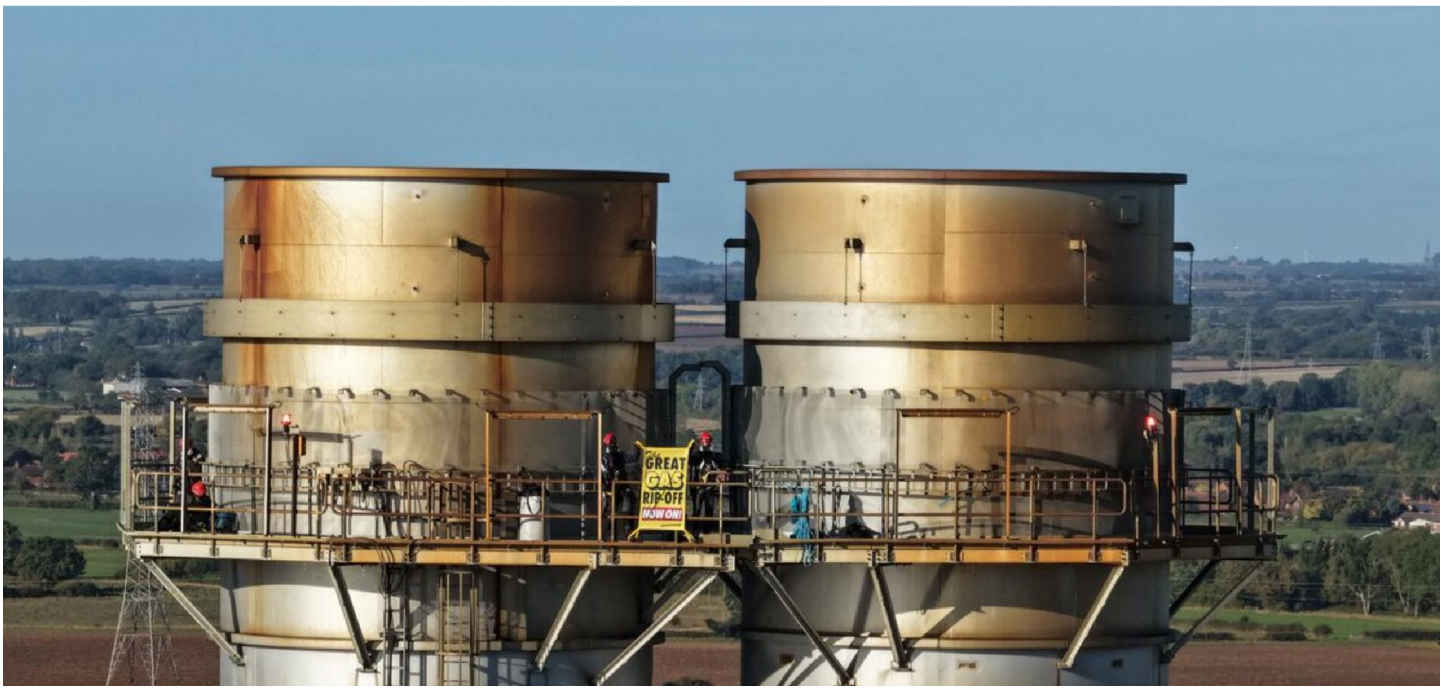
**greenpeaceuk** and **2 others**
Original audio

**greenpeaceuk** How is this fair??

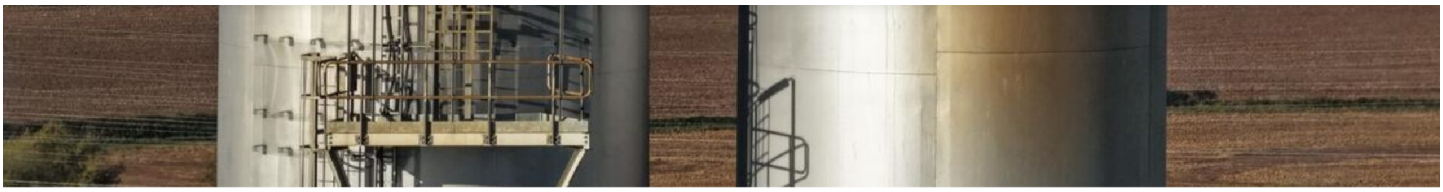
Activists @greenpeaceuk scaled England's largest gas plant yesterday to protest high energy bills. Enough is enough.

Sign the petition in bio @greenpeaceuk to demand the UK Government stops greedy gas companies from ripping us all off.

1 d





Oil and gas | Press Release

# Greenpeace activists scale power station’s 75-metre chimney stacks to protest ‘The Great Gas Rip-Off’

Greenpeace UK Press Office
September 22, 2025

*Campaigners demand energy reforms to stop expensive gas from setting electricity prices and pushing up bills*

This morning eight climbers from Greenpeace UK have scaled two 75m-high chimney stacks at

England's largest gas-fired power station to expose the role expensive gas plays in setting electricity prices and pushing up bills.

The activists climbed the two chimney stacks at Staythorpe Power Station in Nottinghamshire – which is owned by the German energy giant, RWE – using the maintenance ladder rungs. They are now standing on gantries displaying a banner reading: '*The Great Gas Rip-Off: Now On!*'.

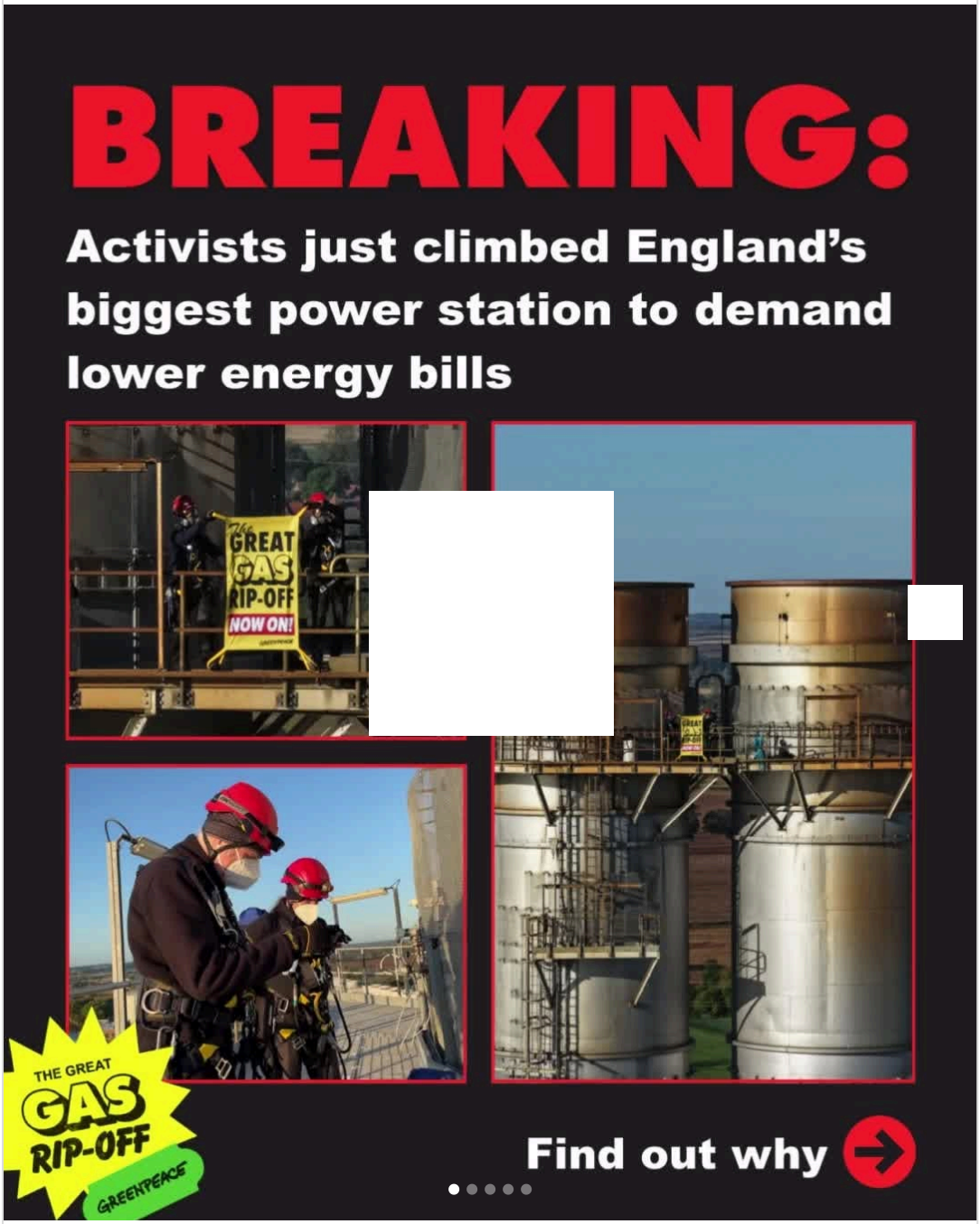
Even though gas supplied just 30% of the UK's electricity last year, gas-fired power stations – like Staythorpe – still set the price we pay for power almost all the time. In 2021, gas set the price 97% of the time.

That's because, under the UK's electricity pricing system, the most expensive source of power – usually gas – sets the price for all electricity.

Our gas-dependent power generation can also lead to extreme profiteering through balancing payments. Last winter, two gas plants were paid almost £18m for generating just three hours' worth of power alone, exploiting their ability to set high prices when supply is tight.

greenpeaceuk
609K followers

View profile




View more on Instagram

**1,047 likes**

**greenpeaceuk**

🚨 The system is rigged. Private gas companies set the price of our electricity, keeping costs high to line their own pockets. Enough is enough.

Ultimately, we all want the same thing: cheaper electricity that doesn't pollute our air or damage the health of our children and communities. Renewable energy, like wind and solar, can offer that.

We have the solutions. Now we just need action. Sign the petition @greenpeaceuk to stop the #GreatGasRipOff

Link in bio @greenpeaceuk.
View all 30 comments

Add a comment...

# "I shouldn't be climbing on power stations. But something has to change."

Speaking about his involvement in the protest, **Vincent McGoldrick, a 68-year-old retiree and former volunteer hospice driver, who is one of the activists on the chimney stacks, said:**

> **"I'm a pensioner – I shouldn't be climbing on power stations. But something has to happen – something has to change. We're all being ripped off by these greedy gas companies and it's the poorest in society that are bearing the brunt of sky-high electricity prices.**
>
> **"Millions of families are struggling to keep the lights on or heat their homes. This has a knock-on effect on our health, our children's education, and it's costing the NHS millions. I have six grandchildren, I want a better future for them than what's currently on offer – I can't just sit by and do nothing."**

Over the past five years, gas-driven electricity prices have averaged 130% higher than solar, 29% higher than onshore wind, and 13% higher than offshore wind. That's meant bigger profits for gas generators and bigger bills for households and businesses.

During the recent energy crisis, the huge spike in global gas prices added an estimated £90 billion onto UK gas bills between 2021 and 2024, equivalent to £1,300 per person.

As a result, UK electricity prices are now among the highest in Europe – and far higher than in the US. For energy-intensive industries, they're some of the highest in the world.

# "The government could stop this today"

**Greenpeace UK's campaigner, Lily-Rose Ellis, said:**

> **"Most people have absolutely no idea that expensive gas is still setting the price of electricity – it's time they knew the truth.**

**"Right across the country, people are struggling to pay their bills, while the gas giants running our power stations rake in huge profits.**

**"The government could stop this today – by ending the system that lets expensive gas set electricity prices. By taking control of our energy system we can lower bills, help tackle climate change, and make sure our power works for people, not for corporate greed."**

## How to end the Great Gas Rip-Off

Earlier this month, Greenpeace UK published a report setting out how the government could save households and businesses £5.1 billion a year on their energy bills, by removing gas-fired power plants from the wholesale electricity to stop gas from setting prices.

The reforms would also shield British households and businesses from gas price volatility, like those experienced during the recent energy crisis.

## Greenpeace's approach to protest

In order to minimise any disruption caused, this protest is being executed at a time when there is plenty of supply on the energy system. The climbers also plan to stay on the chimney stacks for no longer than necessary to highlight the central role that gas-fired power stations play in driving up the cost of electricity for British households and businesses.

As well as industry-standard climbing safety gear, the activists are all wearing personal protective equipment (PPE) including facemasks and respirators, and are equipped with gas monitors to ensure their safety.

**Contact:** Greenpeace UK Press Office – press.uk@greenpeace.org or 020 7865 8255

**Notes to editor:**

- Photos and videos of the action are available here
- Interviews available with activists up the stacks at the power station, as well as Greenpeace campaigners – please contact press.uk@greenpeace.org or call 020 7865 8255 to arrange.

# Related news

**See all news >**

Climate change

## Greenpeace activists arrested but questions remain over Sunak's commitment to new o...

The four Greenpeace activists who draped 200 sq metres of oil-black fabric over the Prime Minister's…

by Phil Richards • August 3, 2023

Activism

## BREAKING: Greenpeace activists board and occupy Shell vessel en route to major North Sea...

Four activists occupy ship carrying oil production platform to Shell's Penguins oil field in the North Se…

by Phil Richards • January 31, 2023

Climate change

## Uplift and Greenpea government to cour Rosebank oil field

Consent "incompatibl climate plans and ignc emissions from burnir

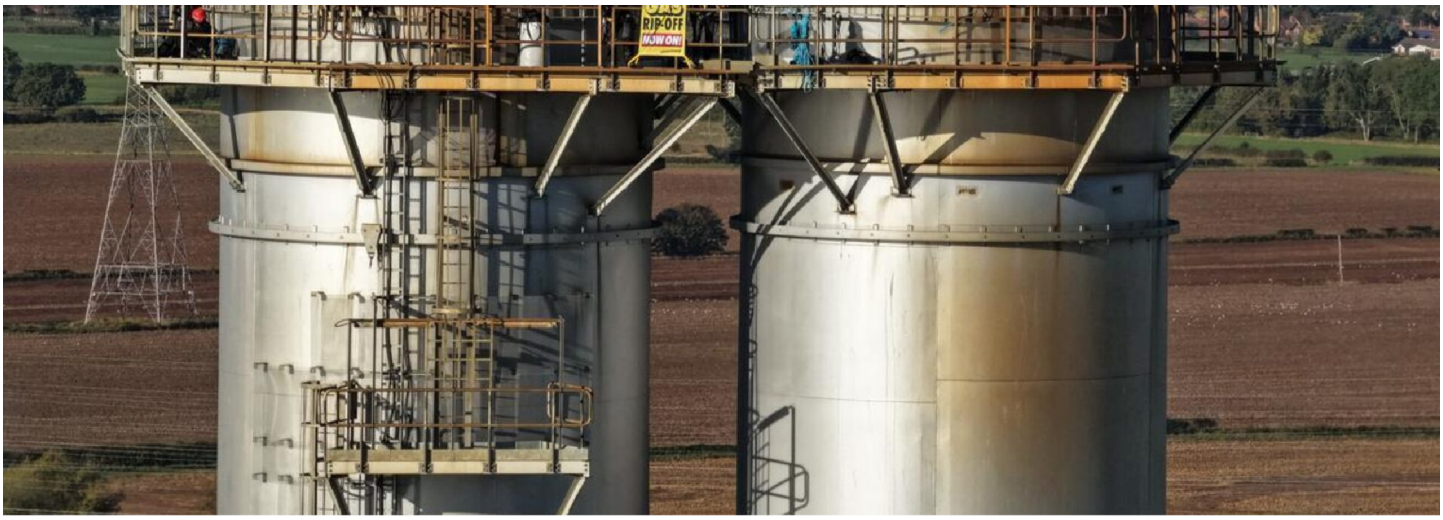
by Phil Richards • Decem

Greenpeace UK



Text and images © Greenpeace UK Ltd 2015 - 2025. All Rights Reserved.

GREENPEACE




Climate change | Article

# Greenpeace power station protest: what you need to know

Greenpeace UK
September 22, 2025

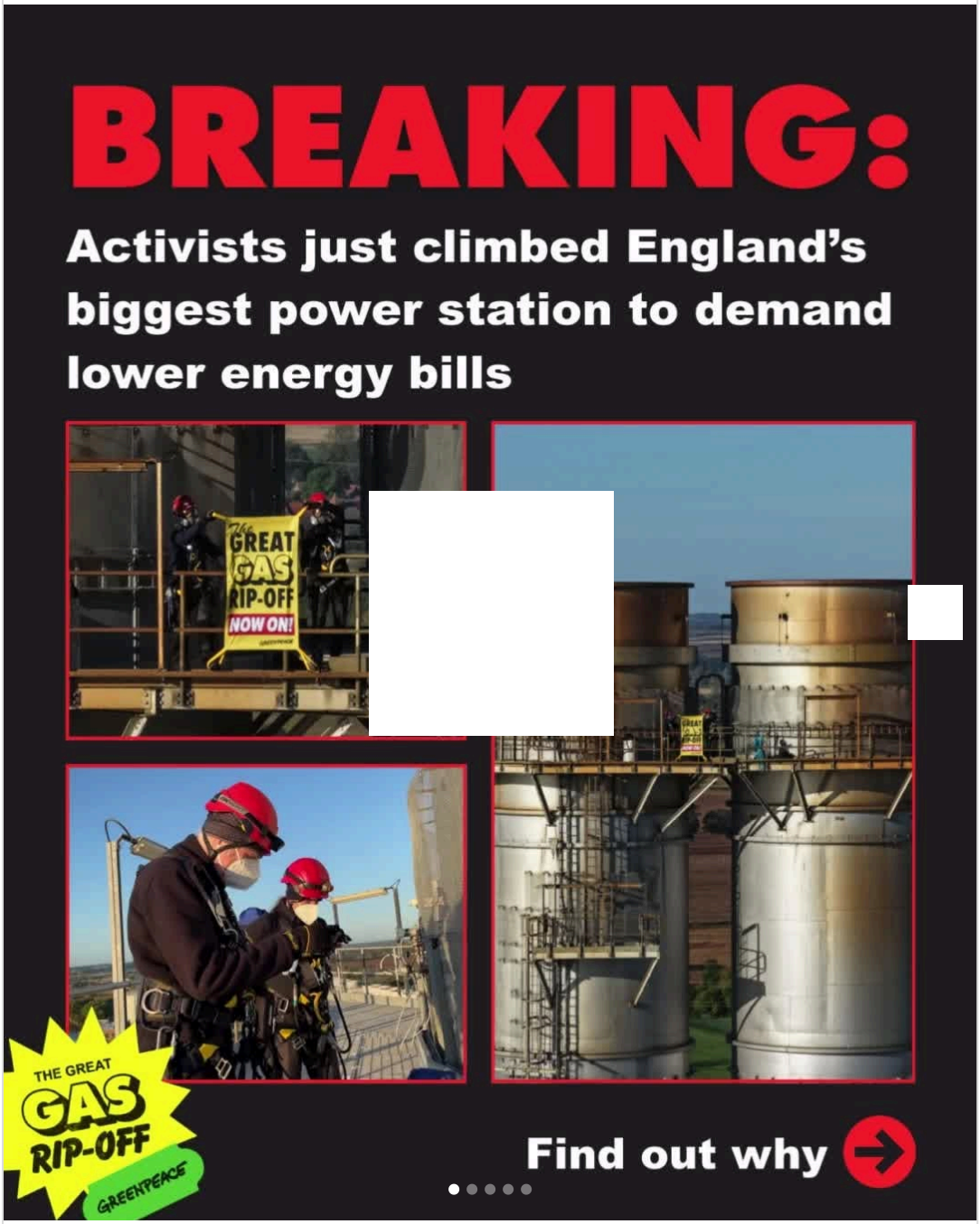
## What happened?

Greenpeace climbers scaled two 75m-high chimney stacks at Staythorpe – England's largest gas-fired power station. The protest highlights the Great Gas Rip-Off: where expensive gas is pushing up bills by setting the price we pay for electricity – even though it produces just a fraction of our power.

Greenpeace is calling on the government to tackle the problem by taking more control of gas power stations, allowing cleaner British power sources to deliver lower, more stable energy bills and help tackle climate change.

greenpeaceuk
609K followers

View profile




View more on Instagram

**1,048 likes**

**greenpeaceuk**

🚨 The system is rigged. Private gas companies set the price of our electricity, keeping costs high to line their own pockets. Enough is enough.

Ultimately, we all want the same thing: cheaper electricity that doesn't pollute our air or damage the health of our children and communities. Renewable energy, like wind and solar, can offer that.

We have the solutions. Now we just need action. Sign the petition @greenpeaceuk to stop the #GreatGasRipOff

Link in bio @greenpeaceuk.

View all 30 comments

Add a comment...

# Why we took action

- Most people have no idea that gas – which is the most expensive form of energy – is still setting the price we pay for electricity, even though it produces just a fraction of our power.
- In the last five years, gas-driven electricity prices have averaged 130% higher than solar, 29% higher than onshore wind, and 13% higher than offshore wind.
- The companies who run these power stations are making huge profits – being paid millions to produce just a few hours of power at times. Meanwhile, hard-working people right across the country are struggling to pay their bills. It’s simply not fair.
- Last winter, two gas plants were paid almost £12m for generating just three hours worth of power, exploiting their ability to set high prices when supply is tight.
- During the recent energy crisis, the huge spike in global gas prices added an estimated £90 billion onto UK gas bills between 2021 and 2024, equivalent to £1,300 per person.
- UK electricity prices are now among the highest in Europe – and far higher than in the US. For energy-intensive industries, they’re some of the highest in the world.

© Greenpeace

## What we're calling for

- Greenpeace wants gas power stations to stop setting the price of power and profiteering at the expense of billpayers, so that we're all able to reap the benefits of cheaper, more stable, home grown renewable energy.
- The government can do this by removing gas-fired power stations – like Staythorpe – from the wholesale electricity market and placing them into a strategic reserve. This would stop expensive gas from setting electricity prices, protect UK billpayers from gas price volatility and save households and businesses more than £5bn a year on their energy bills.

### Greenpeace's solution to the Great Gas Rip-Off: read the full report

### Power Shift: how the Labour government can bring down bills and bolster net zero by curtailing the power of gas

This report proposes a route to lower electricity prices across the UK by £5.2 billion per year by 2028. Currently gas is responsible for much of the UK's sky-high electricity bill, but the government has the opportunity to limit their power and unlock lower bills.

Greenpeace UK

## Greenpeace's approach to protest

For Greenpeace, actions like this are a last resort, and the decision to stage a protest is never taken lightly.

When you see a government or company being targeted by our activists, it's a sure sign that they're refusing to stop harming people and nature, despite coming under huge pressure to do so.

As well as industry-standard climbing safety gear, the activists are all wearing personal protective equipment (PPE) including facemasks and respirators, and are equipped with gas monitors to ensure their safety.

## Related news

**See all news >**

Air pollution

### The verdict on Boris Johnson's green track record – and what he should do next

After three chaotic years in office, Boris Johnson has just a few weeks left as prime minister. Let's run…

Climate change

### UPDATED: BP promised to produce much less oil. Two years later, they've changed…

BP's new strategy drastically scales back the company's climate commitments from just a few ye…

Climate change

### How do solar panels simple explanation

Solar panels are one o tools we have for tack change. But how do th

Greenpeace UK



Text and images © Greenpeace UK Ltd 2015 - 2025. All Rights Reserved.

GREENPEACE

# Become a trained Greenpeace activist

Join Greenpeace's peaceful protests and direct actions. Activists are at the heart of Greenpeace's world-changing campaigns, and there are different roles to suit your skills and situation.

**Register interest**

# What do Greenpeace activists do?

Greenpeace activists peacefully expose, confront or disrupt environmental injustice.

They often directly target the companies or government bodies responsible for the damage. They use creative tactics to disrupt their operations and draw public attention to what they're doing.

These kinds of protests are known as non-violent direct actions (or just 'actions').

**See some examples >**

## Five things to know about being an activist

1. Activism is a powerful, proven way to **change the world**. Many of the freedoms we enjoy today were won through peaceful protest.
2. Greenpeace actions are **carefully planned**, usually in secret, and activists work as a team to carry out the plan.
3. Taking action can be **tiring and emotionally intense**, with lots of highs and lows.
4. Activists come from **all walks of life**, and many cultures have proud activist traditions.
5. Being an activist means taking **calculated risks**. Actions and protests are often illegal, so activists in some roles risk getting a criminal conviction.

# Who does what?

It takes all kinds of roles and skills to make Greenpeace protests work. Here are just a few.

### Communicator

Communicators talk to passers-by as the action unfolds, answering questions and building support for the campaign.

### Lock-on

Lock-ons attach themselves to something, allowing them to occupy a space for a long time. Lock-ons can always self-release, but will often stay put until the police cut them free.

### Peacekeeper

It’s everyone’s responsibility to practise non-violence and keep things calm, but peacekeepers are there to diffuse more difficult situations with people who are unhappy with our protest.

### Climber

Greenpeace climbers enable us to take action high above ground. They’ll access hard-to-reach spaces to draw public attention, or block a destructive activity.

See more roles for activists

**“I always feel a sense of community and camaraderie when we assemble together and prep for actions – it feels like a family get together!”**

Pattie, Greenpeace activist

## Who can be an activist?

You don’t need to have special skills to be an activist. You also don’t need to be unusually brave or physically strong. However you do need to be:

### Over 18 and living in the UK

### Available for action a few times a year

Including on weekdays (we aim to give at least one month notice).

### Committed to the idea of nonviolent protest.

### Reliably calm and composed in high-pressure, sometimes hostile situations.

### Happy to work as part of a team and follow an agreed plan.

### Able to recognise and manage feelings like stress and anxiety in a constructive way.

### Committed to preserving the secrecy of an upcoming action, even from the people closest to you.

### Willing to risk a criminal conviction.

This could impact things like insurance, mortgages, visas, access to jobs and ability to travel.

Greenpeace covers your expenses for each action you're involved in, including travel and childcare.

## Is activism safe?

Although activism does involve some calculated risks, the safety and welfare of activists is always our top priority. Here's what you can expect:

**Careful planning with experienced teams**

**Proper training**

**An informed decision, every time.**

**A round-the-clock welfare team**

**A welcoming and inclusive community**

**Fully funded legal support**

**A go-to person for info and advice**

**“The planning, preparation and support from Greenpeace are second to none and I always feel valued and safe.”**

Richard, Greenpeace activist

## About Greenpeace activist training

Training happens over a weekend at Greenpeace’s office in London. Here’s how it works and what to expect.

# What you'll learn

## Background

The history of non-violent direct action, and why it matters today.

How Greenpeace works, and how we fit into the wider movement.

## Practical skills

Non-violence and dealing with stressful situations

Dealing with the police, and common legal charges.

How to hide in plain sight.

## Being an activist

How to join a Greenpeace action, and how we take your feedback on board.

Anti-oppression, collective care, and joining Greenpeace's activist community.

© Suzanne Plunkett / Greenpeace

© Luca Marino / Greenpeace

## Open to everyone

We're committed to help with any practical or financial barriers that might stop you being able to join us.

We'll cover your travel expenses to and from the training. There'll be free food and basic overnight accommodation.

Wherever possible, we'll accommodate your access needs. Our offices have:

- Level access from the street, with automatic doors into the building.
- An accessible bathroom with automatic doors and a DOC M shower setup.
- An elevator with door safety sensors and a mirrored back.

We can also cover childcare costs, hire BSL interpreters, cater for your dietary needs and lots more. Just tell us what you need when you complete your application form.

If you have any questions or worries about accessing the training, our activist development team are here to help. Email actuk@greenpeace.org to get a quick answer or organise a chat.

© Dan Hatch / Greenpeace

© Kristian Buus / Greenpeace

## What to expect

The two-day training will be a mix of theory and practice. You'll learn from practical exercises, group discussion, action role-play and regular presentations.

- Sessions will be led by our volunteer trainers and Greenpeace staff.
- There'll be about 35 participants in total.
- You'll need to bring an overnight bag including a towel, and warm clothes that you don't mind getting dirty. You don't need any special equipment for the training.
- We'll ask you to keep your phone stored away during the training, but you'll still be able to access it if you need it.
- Food will be provided and there'll be plenty of breaks through the day. Snacks and drinks will be available throughout.
- There'll be some social time to get to know your fellow participants and the Greenpeace actions team.
- There'll be no pressure or obligation to sign up as an activist if you decide it isn't right for you.

Although you won’t be tested or formally assessed as part of the training, we do occasionally say no to people we feel aren’t ready to be a Greenpeace activist.

© Greenpeace

© Greenpeace

## After the training

You'll be asked for feedback on the training afterwards. You'll then have some time to consider whether being a Greenpeace activist is right for you. You can also have a followup call with our activist development team to discuss it if needed.

If you do decide to go ahead, you'll be invited to join our activists network, and be connected with an experienced activist who will invite you to your first action.

© Suzanne Plunkett / Greenpeace

© Pablo Blazquez / Greenpeace

# Express interest

Add your details and we'll let you know when applications are open for the next training weekend.

If you have any questions or concerns about applying, email actuk@greenpeace.org to get a quick answer or organise a chat.

**First Name (Required)**

**Last Name (Required)**

**Email (Required)**

**Your privacy**
Greenpeace UK will use the data you give us to inform you about future activist training opportunities. To find out more, please read our privacy policy.

**Submit**

Greenpeace UK

About Greenpeace

Contact

Jobs at Greenpeace

Greenpeace shop

Leave a legacy

Greenpeace Press Centre

Impact reports

Unearthed investigations

Research and analysis

Greenpeace Environmental Trust Charity

Privacy Policy

Accessibility

Text and images © Greenpeace UK Ltd 2015 - 2025. All Rights Reserved.

← Back To List

27
Sep

# Northwest Regional Gathering: Gas Campaign Launch!

In Person

Sat, Sep 27, 2025, 10:15 AM - Sat, Sep 27, 2025, 06:00 PM BST

54 St James St, Liverpool L1 0AB, UK (54 St James St, Liverpool L1 0AB, UK)

Hannah Short (Greenpeace staff)

## Event description

We all know that **renewable energy is cheaper** than gas, and is the key to creating a cleaner, safer, more secure future for us all. But the energy system is **rigged** in favour of the gas industry, which keeps prices and their profits high, and bills unaffordable. We must regain control of our energy system and **get off gas** so that wind and solar

power can lower our energy bills!

We're launching the new Greenpeace UK **Great Gas Rip Off Campaign** to push the UK government to get off gas. We're running an event to kickstart the campaign in Merseyside to coincide with the Labour Party conference, to help send the message to visiting politicians in town for the weekend.

Come along to learn about the campaign, get trained up **to take low risk action**, meet others, and get stuck in straight away to get the word out in Merseyside. This'll also be a great opportunity to get to know other Organisers from across the region, and to plan how **to take action locally** on the Gas campaign on your home turf.

Open to all Greenpeace volunteers and those interested in getting involved.

Agenda:
10.30 Arrival
Morning - learn about the campaign, low risk training, hearing from local activists
Lunch - vegan lunch will be provided!
Afternoon - getting the word out in Merseyside!
18.00-21.00 - evening meal & social!

Location:
54 St James St, Liverpool L1 0AB

**Greenpeace can cover travel costs if needed, please keep and bring your receipts! We also have the Access & Support Fund - to support people to access volunteering at Greenpeace UK. If there is a cost prohibiting you from participating in volunteering at Greenpeace, you are welcome to access this fund to enable you to participate. If the cost is more than £50, please submit a request here: https://act.gp/pcvasf (https://act.gp/pcvasf) and the Greenpeace UK Organising team will get in touch with you within 2 working days. Please note that if the cost is less than £50, you can go ahead and claim the expense directly by filling out this expense form (https://docs.google.com/spreadsheets/d/1AN-O9mPLBw_k2oSqxNsqKjrlaW7ediGd/edit?usp=drive_link&ouid=102515115860465664451&rtpof=true&sd=true), scanning a copy of your receipt, and sending both of these documents by email to getactive.uk@greenpeace.org (mailto:getactive.uk@greenpeace.org).*

## Details of the Event

**Category** Training/Workshop

Email Organiser(mailto:hshort@greenpeace.org)

* (required) First Name

* (required) Last Name

* (required) Email

you@example.com

* (required) Phone Number

* (required) Postcode

By sharing your details, you are agreeing to hear from Greenpeace staff or volunteers by email, text or call about this event so that you'll have everything you need to take action.

As a member of our movement, it will be important for us to stay in touch with you about other volunteering opportunities and events. Tick the boxes below to let us know how we can contact you:

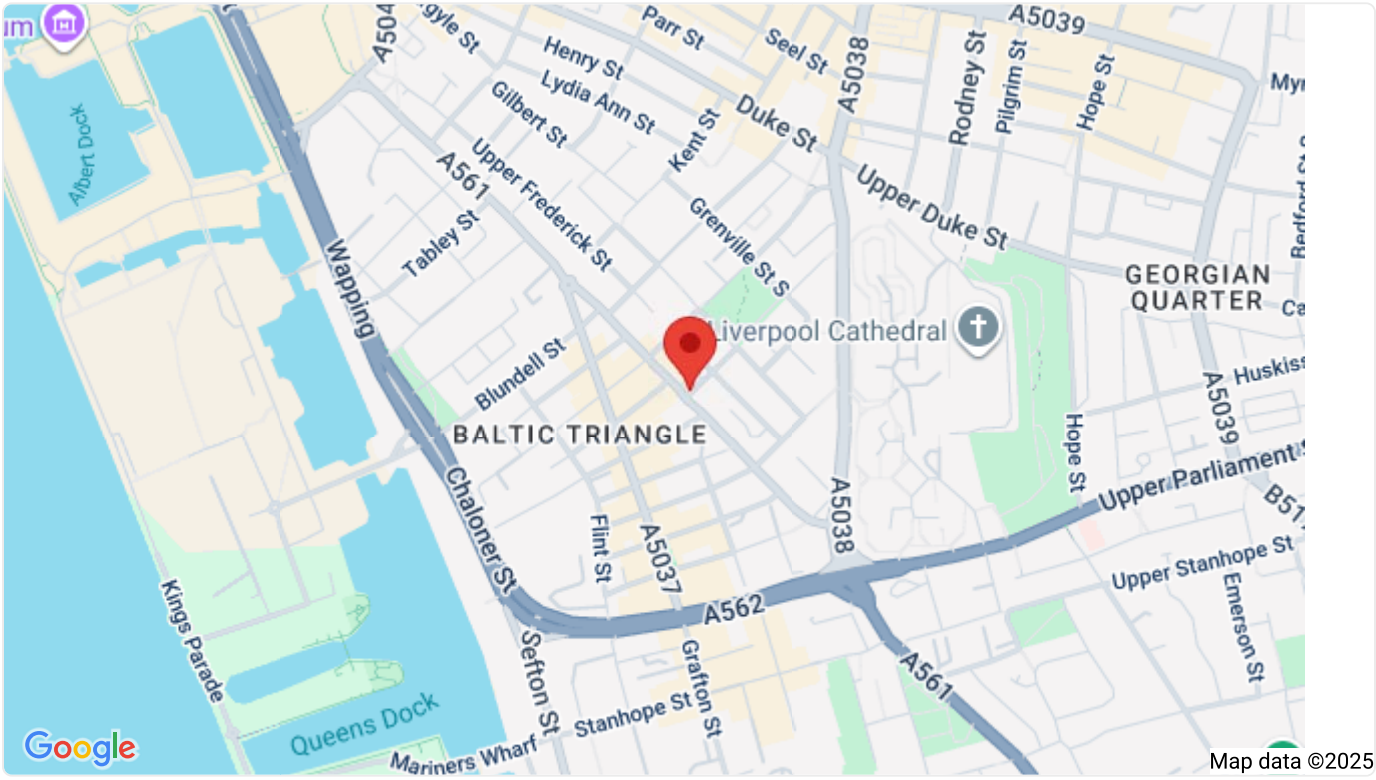
- [ ] Email
- [ ] Phone Call
- [ ] Text Message

You can opt out at any time (https://preferences.greenpeace.org.uk/). We take the security of your data seriously. Your information is safe and secure with us – read our privacy policy. (https://www.greenpeace.org.uk/privacy-policy/)

Greenpeace UK currently does not offer volunteering opportunities for under-18s. By signing up for this event, you are confirming that you are over 18 years old.

---

Register



Sort by:

Latest Posts

Search this feed...

Nothing here yet?

Log in to post to this feed.

GREENPEACE

Have questions? Contact us on getactive.uk@greenpeace.org (mailto:%20getactive.uk@greenpeace.org)

Terms & Conditions (https://greenwire.greenpeace.org.uk/s/terms-and-conditions) Code of Conduct (https://greenwire.greenpeace.org.uk/s/code-of-conduct) Greenpeace UK Home (https://www.greenpeace.org.uk/)

← Back To List

21 Oct

# Launch Call: The Great Gas Rip Off! 21st October

Virtual

Tue, Oct 21, 2025, 06:00 PM - Tue, Oct 21, 2025, 07:15 PM BST

Flick Brown (Greenpeace staff)

## Event description

This Autumn, we're launching **The Great Gas Rip Off** – a bold campaign to expose who's really driving the energy crisis and build public support for fair, green solutions.

The system is rigged: the price of our electricity is set by gas, and these companies purposefully keep costs high to line their wallets. They're raking in huge profits while our household bills go up, our pubs close down and our high streets hang on by a thread. Across the UK, families are being forced to choose between heating and eating. And now, nearly half the public wrongly blames net zero policies.

**Greedy gas companies are taking us all for a ride.** And it's about time we stood up to them.

We'll be:
📌 Postering streets to expose the truth
💻 Building an army of digital activists to shift the narrative online
🤝 Working with communities hit hardest by soaring bills to shift the balance of power

Join our **campaign launch call** to hear how you can get involved. Whether you're a seasoned activist or just getting started, everyone's welcome. Let's turn outrage into organising – and show that climate justice is energy justice too.

**********

**Click here to join the virtual event:** https://greenpeace.zoom.us/j/91941123773?pwd=X05RjG6QCYsBzZBtRuMd66XbWRN5uu.1 (https://greenpeace.zoom.us/j/91941123773?pwd=X05RjG6QCYsBzZBtRuMd66XbWRN5uu.1)

## Details of the Event

**Category** Welcome call

Email Organiser(mailto:fbrown@greenpeace.org)

* (required) First Name

* (required) Last Name

* (required) Email

you@example.com

* (required) Phone Number

* (required) Postcode

By sharing your details, you are agreeing to hear from Greenpeace staff or volunteers by email, text or call about this event so that you'll have everything you need to take action.

As a member of our movement, it will be important for us to stay in touch with you about other volunteering opportunities and events. Tick the boxes below to let us know how we can contact you:

- [ ] Email
- [ ] Phone Call
- [ ] Text Message

You can opt out at any time (https://preferences.greenpeace.org.uk/). We take the security of your data seriously. Your information is safe and secure with us – read our privacy policy. (https://www.greenpeace.org.uk/privacy-policy/)

Greenpeace UK currently does not offer volunteering opportunities for under-18s. By signing up for this event, you are confirming that you are over 18 years old.

Register

Sort by:

Latest Posts

Search this feed...

Nothing here yet?

Log in to post to this feed.

GREENPEACE

Have questions? Contact us on getactive.uk@greenpeace.org (mailto:%20getactive.uk@greenpeace.org)

Terms & Conditions (https://greenwire.greenpeace.org.uk/s/terms-and-conditions) Code of Conduct (https://greenwire.greenpeace.org.uk/s/code-of-conduct) Greenpeace UK Home (https://www.greenpeace.org.uk/)

# Action Agreement: Shut Aberthaw

## Action agreement – Shut Down Aberthaw – End Coal Now

**December 2016**

In solidarity with communities blighted by opencast coal mines in the UK and across the world, Reclaim the Power is participating in a series of actions against Aberthaw power station in South Wales.

With a rolling series of actions, enacted sequentially rather than all at once, we can increase the pressure on RWE. Reclaim the Power affinity groups from across the country can take part in actions against RWE and Aberthaw, in the name of the national group without needing to consent the whole network, given that they follow this action agreement.

We respect that movements are diverse and we chose to adopt different tactics in different circumstances. In this case our action agreement has been created in a spirit of respect for the local community campaigners and the wider Reclaim the Power network.

Affinity groups need to create and maintain a shared understanding of their own actions, the expectations of the group and the best interest of the overall campaign. They are responsible for ensuring that the messages that we wish to convey to RWE, the wider public and the government are communicated.

There are a number of sites where actions could be taken. Therefore this agreement is not site specific.

**The main message is: Shut Aberthaw!**

Other messaging is down to individual affinity groups.

Suggested examples could include:
1) phase out all coal in the UK before 2025
2) stop opencast mining in South Wales and the whole of the UK
3) not a single death from poor air is acceptable
4) solidarity with activists and local people in Russia and Colombia, from where coal is likely to come if Aberthaw stops burning Welsh coal but keeps operating

5) this is part of a global movement to take us away from unsustainable fuels
6) stop large scale biomass burning
7) this is our submission to the coal phase out consultation (if actions are taken before 1st February 2017)

On our actions, we will behave in a calm and cool-headed way, we will not escalate the situation to violence.

Everyone is welcome regardless of whether they have experience of protests or not. Safety will be our top priority. We will be well-prepared to enter any sites safely, and will ask drivers to turn off their vehicles. We take responsibility within our affinity groups for the success of this action, and for supporting each other. People under the influence of drugs or alcohol will not be welcome to participate.

We understand that office, power station and mine workers rely on their jobs to provide for themselves and their families. We will treat workers with dignity and respect at all times. Our issues are with the company, the bosses and the government. Our demand is not only to leave fossil fuels in the ground, in South Wales and elsewhere, but also for the creation of rewarding employment opportunities for all, in an economy which respects our planet and all its inhabitants, now and in the future.

Climate change will impact everyone. From floods to droughts, from hurricanes to the melting polar ice, extreme weather is already wrecking environments, homes and lives. We intend our action to be in solidarity with people already on the front line of climate change.

Website: www.reclaimthepower.org.uk/endcoalnow
Twitter: www.twitter.com/reclaimthepower
Facebook: www.facebook.com/reclaimthepower

## Get all our latest updates

SIGN UP:

Email *

Zip/Postal Code

Not in GB?

COUNTY

Avon

If you are not already subscribed, would you like to receive email updates from Reclaim the Power? *

- Yes, opt in to email updates
- No, do not opt in

Note: If you subscribed earlier, this will not unsubscribe you. You can unsubscribe using the link provided in emails you receive. You can always take action without opting in.

ADD YOUR NAME

**Sponsored by:** Reclaim the Power

Action Network

## Reclaim The Power

is a UK based direct action network fighting for social, environmental and economic justice.

## Contact us

info@reclaimthepower.org.uk

# Aberthaw Power Station Blockade

Submitted Toadministrator on Sun, 01/02/2011 - 13:45

**Activists blockade Aberthaw power station**
**Fossil Fools Day 2008**
**3 April 2008**

10 Bristol activists are blockading Aberthaw coal power station, the worst polluter in Wales. This is a joint effort with Bath, Cardiff and Oxford activists to draw attention to a major UK company behind climate change. Numerous actions have been taking place over the week to disrupt major climate change contributors as part of Fossil Fools Day.

Today members of Bristol Rising Tide are participating in an action that has stopped normal work at Wales' biggest polluter, Aberthaw power station in the Vale of Glamorgan. The power station, condemned by workers for its poor safety record, last year pumped out more than 7.4 million tonnes of CO2; 28,000 tonnes of nitrogen dioxide and 31,000 tonnes of sulphur dioxide.

This action comes after the successful closure by activists of Ffos-y-Fran open cast mine in Merthyr Tydfil on Tuesday 1st April. Ffos-y-Fran is the biggest mine in Europe and has been forced upon the people of Merthyr Tydfil in-order to fuel the dirtiest of all power stations and big business's greed for profit.

As the world acknowledges the need for a substantial reduction in carbon emissions the government and the Welsh Assembly have given their backing for the mining company Miller-Argent to spend upwards of 17 years extracting 11 million tons of coal from the nearby Ffos-y-Fran open cast mine in Merthyr Tydfil to continue feeding this power station.

As fossil fuels go coal is a serious contender for the dirtiest known. But despite the fact that coal-burning generators produce twice the carbon emissions of gas burners, the government intends to build £20 billion worth of new coal-burning generators by 2020.

Gordon James, director of Friends of the Earth Cymru, described the power station as a “dirty dinosaur” that should not be allowed to stay open in its present form. But RWENPower, the generating company that runs Aberthaw, said, *“It is true Aberthaw Power Station is a large emitter of CO2 and that there are other emissions involved in power generation.”*

Bristol Rising Tide believes that it is crucial to highlight the concerns and issues surrounding the development of Aberthaw and the proposed new investments into Coal powered generators such as Kingsnorth power station in Kent. The site of the next Camp for Climate Action.

Ciara, a member of Bristol Rising Tide states: *“The burning of coal at Aberthaw and the new power stations across the UK such as Kingsnorth will only exacerbate the problems of climate chaos. People need to know that the government is hell bent on returning us to the dark age of fossil fuel.”*

Community
Bristol

Tags
Action: Days of action

Log in to post comments

# Rooftop occupation of RWE Npower's HQ in Swindon

Jun 1, 2015 | Press Releases

Reclaim the Power activists are currently on the roof of RWE Npower HQ in Swindon, to highlight Npower's role in the fuel poverty crisis and their impact on fossil fuels for generations to come. At present (12 noon) two people are on the roof of the headquarters of RWE Npower and are hanging a banner.

Joline, a protester in Swindon said:

"I am doing this in solidarity with our friends in Germany, occupying and defending the

last precious corner of the 5,500 hectares of the Hanbacher forest from the open cast mine owned by NPower “

Earlier this morning ten people began a blockade of RWE Npower offices outside Leeds to protest their role in CO2 emissions, climate change and fuel poverty.

Carrying a banner reading “Fight the Npower”, the group locked themselves across the entrance to the offices. These offices are responsible for RWE Npower’s prepayment meters and debt collection. RWE Npower were targeted for their role in escalating fuel poverty, while receiving massive government subsidies.

AL·GAS·OIL
IN THE GROUND

COAL·GAS·OIL
IT IN THE GROUND

RWE NPower are one of the 'Big Six' energy companies who control the UK's energy supply. They are one of Europes biggest fossil fuel polluters, owning a huge open cast coal mine in Germany.  They also lobby the UK government to extend the life of of dirty power stations and yet they've been chosen to help represent the uk government in EU decision making on reducing carbon emissions.  In the last three years they made nearly 800 million pounds in profit whilst paying no corporation tax. Last year, 10,000 people died from fuel poverty.

**Maisie Bell, 28, Care assistant from Bradford and one of the protesters, said:**
"RWE npower are the biggest CO2 emitter in Europe. They are committing us to untold damage from climate change, while taking none of the responsibility. We're here today to highlight the hypocrisy of big energy companies profiting from a continued investment in destructive fossil fuels."

**Keith, one of the protesters from Hebden Bridge, said:**
"We're here today to highlight the hypocrisy of big energy companies profiting from a continued investment in destructive fossil fuels. RWE npower pay no corporation tax, while forcing the most vulnerable people deeper into fuel poverty through the use of prepayment meters, standing charges and debt collection."

This is part of a mass day of action with other actions including a blockade of the Institute of Directors, a blockade of company Invesco, occupations of PR company Mediazoo who represent fracking giant INEOS, a blockade of Energy UK and a demonstration outside the Department for Energy and Climate Change.

ENDS

1 http://www.theguardian.com/business/2013/nov/21/big-six-energy-firms-british-gas-npower-protesters

2 http://hambachforest.blogsport.de/information-about-the-forest/

3 http://www.nodashforgas.org.uk/

## Contact us

info@reclaimthepower.org.uk

Press Releases Energy

# Greenpeace activists crash energy giant RWE with urgent call to quit coal

Greenpeace International

18 Jun 2019 • 2 min read

Essen, Germany – Sixty Greenpeace activists protested peacefully inside and outside the headquarters of Europe's biggest corporate CO2-emitter, RWE, today calling for the German energy giant to immediately suspend its coal mining operations.

Banners reading "RWE: Stop destroying the climate. End coal now!" were hung in RWE's foyer and on an accommodation container in the forecourt while the company's Chief Executive Officer, Rolf Martin Schmitz, attended an investor meeting at another location in the city to present a "new RWE".

"In the face of a global climate emergency we can't afford to be mining more fossil fuels. RWE needs to suspend its climate-destroying coal mining now. Presenting plans to acquire existing wind farms while failing to lower its massive carbon footprint is plain greenwash," said Greenpeace Germany climate expert Karsten Smid.

With annual emissions of 118 million tonnes of CO2 (2018), RWE is Europe's worst corporate climate offender . Greenpeace Germany is calling for Schmitz to sign a moratorium preventing further coal mining by the company while the German government's coal phase out plan is being fixed. In the Rhineland, ongoing mining of lignite, the dirtiest form of coal, also threatens villages that are situated above lignite deposits.

Hambach forest and threatened villages," added Smid.

Greenpeace Germany is calling on Schmitz to pull back RWE's lignite excavators from the edge of Hambach forest. A recent survey published by Greenpeace Germany showed that a clear majority of Germans want RWE to halt further destruction of the Hambach Forest and villages by the open-pit mines.[1]

Protests against coal have been steadily increasing in Germany and Europe. Last October 50,000 people demonstrated near the Hambach forest against RWE's plans to cut the ancient trees down. For months, tens of thousands of students are marching every week calling for more climate action and a rapid coal phase-out. Later this week thousands of people are expected at anti-coal-protests in the Rhineland mining area.

"More and more people are demanding action to tackle the climate emergency that companies such as RWE have got us into. There's only one thing they want to hear from RWE: When will these dirty coal plants be switched off?" added Smid.

ENDS

**Photo and video:**

Outside RWE headquarters:
https://media.greenpeace.org/shoot/27MZIFJ81LDFK

Aerial shots: https://media.greenpeace.org/shoot/27MZIFJ80TFSA

Inside RWE headquarters:
https://media.greenpeace.org/shoot/27MZIFJ81TS9U

**Notes:**

[1] Hambach survey by Greenpeace Germany: https://act.gp/2ICVkN1

[2] More information on protests planned this week: www.klima-doerfer-retten.de

**Contacts:**

Greenpeace Germany Press desk: +49 (0) 40-30618-340, presse@greenpeace.de Video: +49 (0) 160–92121259. Photo: +49 (0) 174–1313323

#Coal

# Related Posts

Stories • #Climate #Coal #Oil

### The true cost of AI romance: A 4.5-fold increase in emissions in one year

Recall the scene from the film Her (2013) when Theodore meets his AI lover, Samantha, in the cloud and they embark on a romance through endless conversations. While this fantastical...

Avex Li • 28 Apr 2025

Stories • #EnergyRevolution #Oil #Coal

## Fossil fuels are a threat to our security – here's 6 reasons why

About 80% of the world's energy still comes from fossil fuels. This reliance is a huge risk for us. Not just because gas, oil and coal are fuelling the climate crisis.

Manon Laudy • 25 Apr 2025

Press Releases • #Climate #Coal #ExtremeWeather

## G7 countries overshoot own climate targets; spend record sums on fossil fuel subsidies

International

About us

Contact us

Work with us

Our values

Press centre

Community Policy

Copyright

Privacy and cookies

Search the archive

Terms

Greenpeace International 2025

Unless otherwise stated, the copy of the website is licensed under a CC-BY International License

UPDATED

# Extinction Rebellion block Didcot Power Station access road

8TH JUNE 2021 DIDCOT

Oxford Mail

Former Liberal Democrats leader Sir Menzies Campbell has died, age

Read More

By Rebecca Whittaker
Reporter
@rebecwhitt

Share

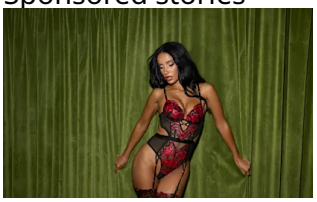
0 comments

**Environmental activists blockaded the access road to Didcot B Power Station, accusing the energy company that owns it of 'hypocrisy' and 'greenwashing'.**

Extinction Rebellion members sat across the access road on Tuesday morning, next to a cardboard washing machine and clothes lines.

The power station is owned and operated by the German energy company RWE, which Extinction Rebellion claim has continued to use fossil fuels, while presenting itself as 'green' and committing to renewable energy.

Sponsored stories



Why Every Single Ann Summers Collection Is Selling Out Fast...
www.annsummers.com

This Is How A Mortgage Can Help If You're 68+
Mail Finance

A large, green-painted washing machine stood in the middle of the road, with a box of 'greenwashing powder' on top of it, and washing lines with 'greenwashed' clothes hanging from it. Five of the protesters were 'locked' on in the road, putting their bodies on the line which they say highlights the gas company's 'denial of the truth' about climate change.

Extinction Rebellion accused RWE of contributing to CO2 emissions, claiming that in 2017, it was ranked as Europe's biggest emitter – and in 2020, despite its rebranding as a champion of renewable energy, still generates 80 per cent of its electricity from non-renewable sources.

This includes mining and burning 'brown coal', one of the highest emitting fuels, producing 20 per cent more carbon dioxide than regular coal and 40 cent more than crude oil for the same power output.

A spokesperson at RWE said they were aware of the protesters and said that the Extinction Rebellion demonstration did not disrupt the power.

They added: "At RWE, we have a clear direction of travel for the future: We are investing billions of euros in renewables. At the same time, we are rigorously and reliably reducing our CO2 emissions with a clear target: RWE to become carbon neutral by 2040.

"RWE is one of the few energy companies to have set challenging emissions targets and which are directly aligned to the Paris Agreement, confirmed by the renowned Science Based Targets initiative."

Protester Sue Spencer-Longhurst, 68, from Extinction Rebellion **Oxford**, said: "I am angered by RWE's greenwashing. RWE counts burning wood biomass as a quarter of their renewable energy, but scientists tell us that using wood biomass is an even worse risk and a false solution to the climate crisis.

"And its persistent mining of brown coal with three open-cast mine ravaging swathes of countryside and forest in the German Rhenish region, needs to stop now."

Fellow activist Catherine Allen, 65, from Oxford said: "I'm taking action today because RWE is saying one thing and doing another. Greenwashing is a delaying tactic, a huge barrier to climate change control in the UK.

"In a week's time, G7 countries will meet. They too speak the fine words of carbon control, but we don't see the action needed. G7 countries must tell the truth and act now."

Last week doctors joined Extinction Rebellion protesters outside the G7 health meeting, condemning the 'limited' agenda.

**Keep up to date with all the latest news on our website, or follow us on Facebook, Twitter and Instagram.**

Before you leave, look at these selected top stories

Before you leave, look at these selected top stories

Before you leave, look at these selected top stories

Before you leave, look at these selected top stories

Before you leave, look at these selected top stories

Before you leave, look at these selected top stories

Before you leave, look at these selected top stories

Neutral Citation Number: [2024] EWHC 134 (KB)

Claim no: QB-2022-000904

**IN THE HIGH COURT OF JUSTICE**
**KING'S BENCH DIVISION**
**THE ROYAL COURTS OF JUSTICE**

Date: 26th January 2024

**Before**:
**MR JUSTICE RITCHIE**
- - - - - - - - - - - - - - - - - - - -

**BETWEEN**

(1) VALERO ENERGY LTD
(2) VALERO LOGISTICS UK LTD
(3) VALERO PEMBROKESHIRE OIL TERMINAL LTD

**Claimants**

**-and-**

(1) PERSONS UNKNOWN WHO, IN CONNECTION WITH ENVIRONMENTAL PROTESTS BY THE 'JUST STOP OIL' OR 'EXTINCTION REBELLION' OR 'INSULATE BRITAIN' OR 'YOUTH CLIMATE SWARM' (ALSO KNOWN AS YOUTH SWARM) MOVEMENTS ENTER OR REMAIN WITHOUT THE CONSENT OF THE FIRST CLAIMANT UPON ANY OF THE 8 SITES (defined below)

(2) PERSONS UNKNOWN WHO, IN CONNECTION WITH ENVIRONMENTAL PROTESTS BY THE 'JUST STOP OIL' OR 'EXTINCTION REBELLION' OR 'INSULATE BRITAIN' OR 'YOUTH CLIMATE SWARM' (ALSO KNOWN AS YOUTH SWARM) MOVEMENTS CAUSE BLOCKADES, OBSTRUCTIONS OF TRAFFIC AND INTERFERE WITH THE PASSAGE BY THE CLAIMANTS AND THEIR AGENTS, SERVANTS, EMPLOYEES, LICENSEES, INVITEES WITH OR WITHOUT VEHICLES AND EQUIPMENT TO, FROM,

OVER AND ACROSS THE ROADS IN THE VICINITY OF
THE 8 SITES (defined below)

(3) MRS ALICE BRENCHER AND 16 OTHERS

**Defendants**

**Katharine Holland KC** and **Yaaser Vanderman**
(instructed by **CMS Cameron McKenna Nabarro Olswang LLP**) for the **Claimant**.
The Defendants did not appear.

Hearing date: 17th January 2024

- - - - - - - - - - - - - - - - - - - - -

# Approved Judgment

This judgment was handed down remotely at 14.00pm on Friday 26th January 2024 by circulation to the parties or their representatives by e-mail and by release to the National Archives.

**Mr Justice Ritchie:**

**The Parties**

1. The Claimants are three companies who are part of a large petrochemical group called the Valero Group and own or have a right to possession of the 8 Sites defined out below.

2. The "4 Organisations" relevant to this judgment are:
   2.1 Just Stop Oil.
   2.2 Extinction Rebellion.
   2.3 Insulate Britain.
   2.4 Youth Climate Swarm.

   I have been provided with a little information about the persons who set up and run some of these 4 Organisations. They appear to be crowdfunded partly by donations. A man called Richard Hallam appears to be a co-founder of 3 of them.

3. The Defendants are firstly, persons unknown (PUs) connected with 4 Organisations who trespass or stay on the 8 Sites defined below. Secondly, they are PUs who block access to the 8 Sites defined below or otherwise interfere with the access to the 8 Sites by the Claimants, their servants, agents, licensees or invitees. Thirdly, they are named persons who have been involved in suspected tortious behaviour or whom the Claimants fear will be involved in tortious behaviour at the 8 Sites and the relevant access roads.

**The 8 Sites**

4. The "8 Sites" are:
   4.1 the first Claimant's Pembroke oil refinery, Angle, Pembroke SA71 5SJ (shown outlined red on plan A in Schedule 1 to the Order made by Bourne J on 28.7.2023);
   4.2 the first Claimant's Pembroke oil refinery jetties at Angle, Pembroke SA71 5SJ (as shown outlined red on plan B in Schedule 1 to the Order made by Bourne J on 28.7.2023);
   4.3 the second Claimant's Manchester oil terminal at Churchill Way, Trafford P ark, Manchester M17 1BS (shown outlined red on plan C in Schedule 1 to the Order made by Bourne J on 28.7.2023);
   4.4 the second Claimant's Kingsbury oil terminal at plot B, Trinity Road, Kingsbury, Tamworth B78 2EJ (shown outlined red on plan D in Schedule 1 to the Order made by Bourne J on 28.7.2023);
   4.5 the second Claimant's Plymouth oil terminal at Oakfield Terrace Road, Cattedown, Plymouth PL4 0RY (shown outlined red on plan E in Schedule 1 to the Order made by Bourne J on 28.7.2023);
   4.6 the second Claimant's Cardiff oil terminal at Roath Dock, Rover Way, Cardiff CF10 4US (shown outlined red on plan F in Schedule 1 to the Order made by Bourne J on 28.7.2023);

4.7 the second Claimant's Avonmouth oil terminal at Holesmouth Road, Royal E dward dock, Avonmouth BS11 9BT (shown outlined red on the plan G in Schedule 1 to the Order made by Bourne J on 28.7.2023);

4.8 the third Claimant's Pembrokeshire terminal at Main Road, Waterston, Milford Haven SA73 1DR (shown outlined red on plan H in Schedule 1 to the Order made by Bourne J on 28.7.2023).

**Bundles**

5. For the hearing I was provided with a core bundle and 5 lever arch files making up the supplementary bundle, a bundle of authorities, a skeleton argument, a draft order and a final witness statement from Ms Hurle. Nothing was provided by any Defendant.

**Summary**

6. The 4 Organisations and members of the public connected with them seek to disrupt the petrochemical industry in England and Wales in furtherance of their political objectives and demands. After various public threats and protests and on police intelligence the Claimants issued a Claim Form on the 18th of March 2022 alleging that they feared tortious trespass and nuisance by persons unknown connected with the 4 Organisations at their 8 Sites and their access roads and seeking an interim injunction prohibiting that tortious behaviour.

7. Various interim prohibitions were granted by Mr Justice Butcher on the 21st of March 2022 in an ex-parte interim injunction protecting the 8 Sites and access thereto. However, protests involving tortious action took place at the Claimant's and other companies' Kingsbury site between the 1st and the 15th of April 2022 leading to not less than 86 protesters being arrested. The Claimants applied to continue their injunction and it was renewed by various High Court judges and eventually replaced by a similar interim injunction made by Mr Justice Bourne on the 28th of July 2023.

8. On the 12th of December 2023 the Claimants applied for summary judgment and for a final injunction to last five years with annual reviews. This judgment deals with the final hearing of that application which took place before me.

9. Despite valid service of the application, evidence and notice of hearing, none of the named Defendants attended at the hearing which was in open Court and no UPs attended at the hearing, nor did any member of the public as far as I could see in Court. The Claimants' counsel informed me that no communication took place between any named Defendant and the Claimants' solicitors in relation to the hearing other than by way of negotiations for undertakings for 43 of the named Defendants who all promised not to commit the feared torts in future.

**The Issues**

10. The issues before me were as follows:

10.1 Are the elements of CPR Part 24 satisfied so that summary judgment can be entered?

10.2 Should a final injunction against unknown persons and named Defendants be granted on the evidence presented by the Claimants?

10.3 What should the terms of any such injunction be?

**The ancillary applications**

11. The Claimants also made various tidying up applications which I can deal with briefly here. They applied to amend the Claimants' names, to change the word "limited" to a shortened version thereof to match the registered names of the companies. They applied to delete two Defendants, whom they accepted were wrongly added to the proceedings (and after the hearing a third). They applied to make minor alterations to the descriptions of the 1st and 2nd Defendants who are unknown persons. The Claimants also applied for permission to apply for summary judgment. This application was made retrospectively to satisfy the requirements of CPR rule 24.4. None of these applications was opposed. I granted all of them and they are to be encompassed in a set of directions which will be issued in an Order.

**Pleadings and chronology of the action**

12. In the Claim Form the details of the claims were set out. The Claimants sought a *quia timet* (since he fears) injunction, fearing that persons would trespass into the 8 Sites and cause danger or damage therein and disrupt the processes carried out therein, or block access to the 8 Sites thereby committing a private nuisance on private roads or a public nuisance on public highways. The Claimants relied on the letter sent by Just Stop Oil dated 14th February 2022 to Her Majesty's Government threatening intervention unless various demands were met. Just Stop Oil asserted they planned to commence action from the 22nd of March 2022. Police intelligence briefings supported the risk of trespass and nuisance at the Claimants' 8 Sites. 3 unidentified groups of persons in connection with the 4 Organisations were categorised as Defendants in the claim as follows: (1) those trespassing onto the 8 Sites; (2) those blockading or obstructing access to the 8 Sites; (3) those carrying out a miscellany of other feared torts such as locking on, tunnelling or encouraging others to commit torts at the 8 Sites or on the access roads thereto. The Claim Form was amended by order of Bennathan J. in April 2022; Re amended by order of Cotter J. in September 2022 and re re amended in July 2023 by order of Bourne J.

13. In late March 2022 Mr Justice Butcher issued an interim ex parte injunction on a quia timet basis until trial, expressly stating it was not intended to prohibit lawful protest. He prohibited the Defendants from entering or staying on the 8 sites; impeding access to the 8 sites; damaging the Claimants' land; locking on or causing or encouraging others to breach the injunction. The Order provided for various alternative methods of service for the unknown persons by fixing hard copies of the injunction at the entrances and on access road at the 8 Sites, publishing digital copies online at a specific website and sending emails to the 4 Organisations.

14. Despite the interim injunction, between the 1st and the 7th of April 2022 protesters attended at the Claimants' Kingsbury site and 48 were arrested. Between the 9th and 15th of April 2022 further protesters attended at the Kingsbury site and 38 were arrested. No application to commit any person to prison for contempt was made. The protests were not just at the Claimants' parts of the Kingsbury site. They targeted other owners' sites there too.

15. On the return date, the original interim injunction was replaced by an Order dated 11th of April 2022 made by Bennathan J. which was in similar terms and provided for alternative service in a similar way and gave directions for varying or discharging the interim injunction on the application by any unknown person who was required provide their name and address if they wished to do so (none ever did). Geographical plans were attached to the original injunction and the replacement injunction setting out clearly which access roads were covered and delineating each of the 8 Sites. Undertakings were given by the Claimants and directions were given for various Chief Constables to disclose lists and names of persons arrested at the 8 Sites on dates up to the 1st of June 2022.

16. The Chief Constables duly obliged and on the 20th of September 2022 Mr Justice Cotter added named Defendants to the proceedings, extended the term of the interim injunction, provided retrospective permission for service and gave directions allowing variation or discharge of the injunction on application by any Defendant. Unknown persons who wished to apply were required to self-name and provide an address for service (none ever did). Then, on the 16th of December 2022 Mr Justice Cotter gave further retrospective permission for service of various documents. On the 20th of January 2023 Mr Justice Soole reviewed the interim injunction, gave permission for retrospective service of various documents and replaced the interim injunction with a similar further interim injunction. Alternative service was again permitted in a similar fashion by: (1) publication on a specified website, (2) e-mail to the 4 Organisations, (3) personal service on the named Defendants where that was possible because they had provided addresses. At that time no acknowledgement of service or defence from any Defendant was required.

17. In April 2023 the Claimants changed their solicitors and in June 2023 Master Cook gave prospective alternative service directions for future service of all Court documents by: (1) publication on the named website, (2) e-mail to the 4 Organisations, (3) fixing a notification to signs at the front entrances and the access roads of the 8 Sites. Normal service applied for the named Defendants who had provided addresses.

18. On the 28th of July 2023, before Bourne J., the Claimants agreed not to pursue contempt applications for breaches of the orders of Mr Justice Butcher and Mr Justice Bennathan for any activities before the date of the hearing. Present at that hearing were counsel for Defendants 31 and 53. Directions were given permitting a redefinition of "Unknown

Persons" and solving a substantial range of service and drafting defects in the previous procedure and documents since the Claim Form had been issued. A direction was given for Acknowledgements of Service and Defences to be served by early October 2023 and the claim was discontinued against Defendants 16, 19, 26, 29, 38, 46 and 47 on the basis that they no longer posed a threat. A direction was given for any other Defendant to give an undertaking by the 6th of October 2023 to the Claimants' solicitors. Service was to be in accordance with the provisions laid down by Master Cook in June 2023.

19. On the 30th November 2023 Master Eastman ordered that service of exhibits to witness statements and hearing bundles was to be by: (1) uploading them onto the specific website, (2) emailing a notification to the 4 Organisations, (3) placing a notice at the 8 Sites entrances and access roads, (4) postal service to of a covering letter named Defendants who had provided addresses informing them where the exhibits could be read.

20. The Claimants applied for summary judgment on the 12th of December 2023.

21. By the time of the hearing before me, 43 named Defendants had provided undertakings in accordance with the Order of Mr Justice Bourne. Defendants 14 and 44 were wrongly added and so 17 named Defendants remained who had refused to provide undertakings. None of these attended the hearing or communicated with the Court.

**The lay witness evidence**

22. I read evidence from the following witnesses provided in statements served and filed by the Claimants:
    - 22.1 Laurence Matthews, April 2022, June 2023.
    - 22.2 David Blackhouse, March and April 2022, January, June and November 2023.
    - 22.3 Emma Pinkerton, June and December 2023.
    - 22.4 Kate McCall, March and April 2022, January (x3) 2023.
    - 22.5 David McLoughlin, March 2022, November 2023.
    - 22.6 Adrian Rafferty, March 2022
    - 22.7 Richard Wilcox, April and August 2022, March 2023.
    - 22.8 Aimee Cook, January 2023.
    - 22.9 Anthea Adair, May, July and August 2023.
    - 22.10 Jessica Hurle, January 2024 (x2).
    - 22.11 Certificates of service: supplementary bundles pages 3234-3239.

**Service evidence**

23. The previous orders made by the Judges who have heard the interlocutory matters dealt with all previous service matters. In relation to the hearing before me I carefully checked the service evidence and was helpfully led through it by counsel. A concern of substance arose over some defective evidence given by Miss Hurle which was hearsay but did not state the sources of the hearsay. This was resolved by the provision

of a further witness statement at the Court's request clarifying the hearsay element of her assertion which I have read and accept.

24. On the evidence before me I find, on the balance of probabilities, that the application for summary judgment and ancillary applications and the supporting evidence and notice of hearing were properly served in accordance with the orders of Master Cook and Master Eastman and the CPR on all of the Defendants.

**Substantive evidence**

25. **David Blackhouse.** Mr. Blackhouse is employed by Valero International Security as European regional security manager. In his earlier statements he evidenced his fears that there were real and imminent threats to the Claimants' 8 Sites and in his later statements set out the direct action suffered at the Claimants' sites which fully matched his earlier fears.

26. In his first witness statement he set out evidence from the police and from the Just Stop Oil website evidencing their commitment to action and their plans to participate in protests. The website set out an action plan asking members of the public to sign up to the group's mailing list so that the group could send out information about their proposed activities and provide training. Intervention was planned from the 22nd of March 2022 if the Government did not back down to the group's demands. Newspaper reports from anonymous spokespersons for the group threatened activity that would lead to arrests involving blocking oil sites and paralysing the country. A Just Stop Oil spokesperson asserted they would go beyond the activities of Extinction Rebellion and Insulate Britain through civil resistance, taking inspiration from the old fuel protests 22 years before when lorries blockaded oil refineries and fuel depots. Mr. Blackhouse also summarised various podcasts made by alleged members of the group in which the group asserted it would train up members of the public to cause disruption together with Youth Climate Swarm and Extinction Rebellion to focus on the oil industry in April 2022 with the aim of causing disruption in the oil industry. Mr. Blackhouse also provided evidence of press releases and statements by Extinction Rebellion planning to block major UK oil refineries in April 2022 but refusing to name the actual sites which they would block. They asserted their protests would *"continue indefinitely*" until the Government backed down. Insulate Britain's press releases and podcasts included statements that persons aligned with the group intended to carry out "*extreme protests"* matching the protests 22 years before which allegedly brought the country to a "*standstill*". They stated they needed to cause an "*intolerable level of disruption"*. Blocking oil refineries and different actions disrupting oil infrastructure was specifically stated as their objective.

27. In his second witness statement David Blackhouse summarised the protest events at Kingsbury terminal on the 1st of April 2022 (which were carried out in conjunction with similar protests at Esso Purfleet, Navigator at Thurrock and Exolum in Grays). He was present at the Site and was an eye-witness. The protesters blocked the access roads which were public and then moved onto private access roads. More than 30 protesters

blocked various tankers from entering the site. Some climbed on top of the tankers. Police in large numbers were used to tidy up the protest. On the next day, the 2nd of April 2022, protesters again blocked public and private access roads at various places at the Kingsbury site. Further arrests were made. Mr Blackhouse was present at the site.

28. In his third witness statement he summarised the nationwide disruption of the petrochemical industry which included protests at Esso West near Heathrow airport; Esso Hive in Southampton, BP Hamble in Southampton, Exolum in Essex, Navigator terminals in Essex, Esso Tyburn Road in Birmingham, Esso Purfleet in Essex, and the Kingsbury site in Warwickshire possessed by the Claimants and BP. In this witness statement Mr. Blackhouse asserted that during April 2022 protesters forcibly broke into the second Claimant's Kingsbury site and climbed onto pipe racks, gantries and static tankers in the loading bays. He also presented evidence that protesters dug and occupied tunnels under the Kingsbury site's private road and Piccadilly Way and Trinity Road. He asserted that 180 arrests were made around the Kingsbury site in April 2022. He asserted that he was confident that the protesters were aware of the existence of the injunction granted in March 2022 because of the signs put up at the Kingsbury site both at the entrances and at the access roads. He gave evidence that in late April and early May protesters stood in front of the signs advertising the injunction with their own signs stating: "*we are breaking the injunction*". He evidenced that on the Just Stop Oil website the organisation wrote that they would not be "intimidated by changes to the law" and would not be stopped by "private injunctions". Mr. Blackhouse evidenced that further protests took place in May, August and September at the Kingsbury site on a smaller scale involving the creation of tunnels and lock on positions to facilitate road closures. In July 2022 protesters under the banner of Extinction Rebellion staged a protest in Plymouth City centre marching to the entrance of the second Claimant's Plymouth oil terminal which was blocked for two hours. Tanker movements had to be rescheduled. Mr. Blackhouse summarised further Just Stop Oil press releases in October 2022 asserting their campaign would "continue until their demands were met by the Government". He set out various protests in central London and on the Dartford crossing bridge of the M25. Mr. Blackhouse also relied on a video released by one Roger Hallam, who he asserted was a co-founder of Just Stop Oil, through YouTube on the 4th of November 2022. He described this video as a call to arms making analogies with war and revolution and encouraging the *"systematic disruption of society*" in an effort to change Government policies affecting global warming. He highlighted the sentence by Mr Hallam:

> "if it's necessary to prevent some massive harm, some evil, some illegality, some immorality, it's justified, *you have a right of necessity to cause harm".*

The video concluded with the assertion "there is no question that disruption is effective, the only question is doing enough of it". In the same month Just Stop Oil was encouraging members of the public to sign up for arrestable direct action. In November

2022 Just Stop Oil tweeted that they would escalate their legal disruption. Mr. Blackhouse then summarised what appeared to be statements by Extinction Rebellion withdrawing from more direct action. However Just Stop Oil continued to publish in late 2022 that they would not be intimidated by private injunctions. Mr Blackhouse researched the mission statements of Insulate Britain which contained the assertion that their continued intention included a campaign of civil resistance, but they only had the next two to three years to sort it out and their next campaign had to be more ambitious. Whilst not disclosing the contents of the briefings received from the police it was clear that Mr. Blackhouse asserted, in summary, that the police warned that Just Stop Oil intended to have a high tempo civil resistance campaign which would continue to involve obstruction, tunnelling, lock one and at height protests at petrochemical facilities.

29. In his 4th witness statement Mr Blackhouse set out a summary of the direct actions suffered by the Claimants as follows ("The Refinery" means Pembroke Oil refinery):

> "***September 2019***
> 6.5 The Refinery was the target of protest activity in 2019, albeit this was on a smaller scale to that which took place in 2022 at the Kingsbury Terminal. The activity at the Refinery involved the blocking of access roads whereby the protestors used concrete "Lock Ons" i.e. the protestors locked arms, within the concrete blocks placed on the road, whilst sitting on the road to prevent removal. Although it was a non-violent protest it did impact upon employees at the Refinery who were prevented from attending and leaving work. Day to day operations and deliveries were negatively impacted as a result.
> 6.6…
> ***Friday 1st April 2022***
> Protestors obstructed the crossroads junction of Trinity Road, Piccadilly Way, and the entrance to the private access road by sitting in the road. They also climbed onto two stationary road tanker wagons on Piccadilly Way, about thirty metres from the same junction, preventing the vehicles from moving, causing a partial obstruction of the road in the direction of the terminal. They also climbed onto one road tanker wagon that had stopped on Trinity Road on the approach to the private access road to the terminal. Fuel supplies from the Valero terminal were seriously disrupted due to the continued obstruction of the highway and the entrance to the private access road throughout the day. Valero staff had to stop the movement of road tanker wagons to or from the site between the hours of 07:40 hrs and 20:30 hrs. My understanding is that up to twenty two persons were arrested by the Police before Valero were able to receive road tanker traffic and resume normal supplies of fuel.
> ***Sunday 3rd April 2022***

6.6.1 Protestors obstructed the same entrance point to the private shared access road leading from Trinity Road. The obstructions started at around 02:00 hrs and continued until 17:27 hrs. There was reduced access for road tankers whilst Police completed the removal and arrest of the protestors.

***Tuesday 5th April 2022***

6.6.2 Disruption started at 04:49 hrs. Approximately twenty protestors blocked the same entrance point to the private shared access road from Trinity Road. They were reported to have used adhesive to glue themselves to the road surface or used equipment to lock themselves together. Police attended and I understand that eight persons were arrested. Road tanker movements at Valero were halted between 04:49 hrs and 10:50 hrs that day.

***Thursday 7th April 2022***

6.6.3 This was a day of major disruption. At around 00:30 hrs the Valero Terminal Operator initiated an Emergency Shut Down having identified intruders on CCTV within the perimeter of the site. Five video files have been downloaded from the CCTV system showing a group of about fifteen trespassers approaching the rear of the Kingsbury Terminal across the railway lines. The majority appear to climb over the palisade fencing into the Kingsbury Terminal whilst several others appear to have gained access by cutting mesh fencing on the border with WOSL. There is then footage of protestors in different areas of the site including footage at 00:43 hrs of one intruder walking across the loading bay holding up what appears to be a mobile phone in front of him, clearly contravening site safety rules. He then climbed onto a stationary road tanker on the loading bay. There is clear footage of several others sitting in an elevated position in the pipe rack adjacent to the loading bay. I am also aware that Valero staff reported that two persons climbed the staircase to sit on top of one of the gas oil storage tanks and four others were found having climbed the staircase to sit on the roof of a gasoline storage tank. Police attended and spent much of the day removing protestors from the site enabling it to reopen at 18:00 hrs. There is CCTV footage of one or more persons being removed from top of the stationary road tanker wagon on the loading bays.

6.6.4 The shutdown of more than seventeen hours caused major disruption to road tanker movements that day as customers were unable to access the site.

***Saturday 9th April 2022***

6.6.5 Protest activity occurred involving several persons around the entrance to the private access road. I believe that Police made three arrests and there was little or no disruption to road tanker movements.

***Sunday 10th April 2022***

6.6.6 A caravan was left parked on the side of the road on Piccadilly way, between the roundabout junction with the A51 and the entrance to the Shell fuel terminal. Police detained a small group of protestors with the caravan including one who remained within a tunnel that had been excavated under the road. It appeared to be an attempt to cause a closure of one of the two routes leading to the oil terminals.

6.6.7 By 16:00 hrs police responded to two road tankers that were stranded on Trinity Road, approximately 900 metres north of the entrance to the private access road. Protestors had climbed onto the tankers preventing them from being driven any further, causing an obstruction on the second access route into the oil terminals.

6.6.8 The Police managed to remove the protestors on top of the road tankers but 18:00 hrs and I understand that the individual within the tunnel on Piccadilly Way was removed shortly after.

6.6.9 I understand that the Police made twenty-two arrests on the approach roads to the fuel terminals throughout the day. The road tanker wagons still managed to enter and leave the Valero site during the day taking whichever route was open at the time. This inevitably meant that some vehicles could not take their preferred route but could at least collect fuel as required. I was subsequently informed that a structural survey was quickly completed on the road tunnel and deemed safe to backfill without the need for further road closure.

***Friday 15th April 2022***

6.6.10 This was another day of major disruption. At 04:25 hrs the Valero operator initiated an emergency shutdown. The events were captured on seventeen video files recording imagery from two CCTV cameras within the site between 04:20 hrs and 15:45 hrs that day.

6.6.11 At 04:25 a group of about ten protestors approached the emergency access gate which is located on the northern corner of the site, opening out onto Trinity Road, 600 metres north of the entrance to the shared private access road. They were all on foot and could be seen carrying ladders. Two ladders were used to climb up the outside of the emergency gate and then another two ladders were passed over to provide a means of climbing down inside the Valero site. Seven persons managed to climb over before a police vehicle pulled up alongside the gate. The seven then dispersed into the Kingsbury Terminal.

6.6.12 The video footage captures the group of four males and three females sitting for several hours on the pipe rack, with two of them (one male and one female) making their way up onto the roof of the loading bay area nearby. The two on the roof sat closely together whilst the male undressed and sat naked for a considerable time sunbathing. The video footage concludes with footage of Police and the Fire and Rescue service working together to remove the two individuals.

6.6.13 The Valero terminal remained closed between 04:30 hrs and 16:00 hrs that day causing major disruption to fuel collections. The protestors breached the site's safety rules and the emergency services needed to use a 'Cherry Picker' (hydraulic platform) during their removal. There were also concerns that the roof panels would not withstand the weight of the two persons sitting on it.

6.6.14 I understand that Police made thirteen arrests in or around Valero and the other fuel terminals that day and had to request 'mutual aid' from neighbouring police forces.

***Tuesday 26th April 2022***

6.6.15 I was informed that approximately twelve protestors arrived outside the Kingsbury Terminal at about 07:30 hrs, increasing to about twenty by 09:30 hrs. Initially they engaged in a peaceful non obstructive protest but by 10:00 hrs had blocked the entrance to the private access road by sitting across it. Police then made a number of arrests and the obstructions were cleared by 10:40 hrs. On this occasion there was minimal disruption to the Valero site.

***Wednesday 27th April 2022***

6.6.16 At about 16:00 hrs a group of about ten protestors were arrested whilst attempting to block the entrance to the shared private access road.

***Thursday 28th April 2022***

6.6.17 At about 12:40 hrs a similar protest took place involving a group of about eight persons attempting to block the entrance to the shared private access road. The police arrested them and opened the access by 13:10 hrs.

***Wednesday 4th May 2022***

6.6.18 At about 13:30 hrs twelve protestors assembled at the entrance to the shared private access road without incident. I was informed that by 15:49 hrs Police had arrested ten individuals who had attempted to block the access.

***Thursday 12th May 2022***

6.6.19 At 13:30 hrs eight persons peacefully protested at the entrance to the private access road. By 14:20 hrs the numbers increased to eleven. The activity continued until 20:15 hrs by which time Police made several arrests of persons causing obstructions. I have retained images of the obstructions that were taken during the protest.

***Monday 22nd August 2022***

6.6.20 Contractors clearing undergrowth alerted Police to suspicious activity involving three persons who were on land between Trinity Road and the railway tracks which lead to the rear of the Valero and WOSL terminals. The location is about 1.5 km from the entrance to the shared private access road to the Kingsbury Terminal. A police dog handler attended and arrested two of the persons with the third making

off. Three tunnels were found close to a tent that the three were believed to be sleeping in. The tunnels started on the roadside embankment and two of them clearly went under the road. The entrances were carefully prepared and concealed in the undergrowth. Police agreed that they were 'lock in' positions for protestors intending to cause a road closure along one of the two approach roads to the oil terminals. The road was closed awaiting structural survey. I have retained a collection of the images taken by my staff at the scene.

***Tuesday 23rd August 2022***

6.6.21 During the morning protestors obstructed a tanker in Trinity Road, approximately 1km from the Valero Terminal. There was also an obstruction of the highway close to the Shell terminal entrance on Piccadilly Way. I understand that both incidents led to arrests and a temporary blockage for road tankers trying to access the Valero site. Later that afternoon another tunnel was discovered under the road on Trinity Way, between the roundabout of the A51 and the Shell terminal. It was reported that protestors had locked themselves into positions within the tunnel. Police were forced to close the road meaning that all road tanker traffic into the Kingsbury Terminal had to approach via Trinity road and the north. It then became clear that the tunnels found on Trinity Road the previous day had been scheduled for use at the same time to create a total closure of the two routes into the fuel terminals.

6.6.22 The closure of Piccadilly Way continued for another two days whilst protestors were removed and remediation work was completed to fill in the tunnels.

***Wednesday 14th September 2022***

6.6.23 There was serious disruption to the Valero Terminal after protestors blocked the entrance to the private access road. I believe that Police made fifty one arrests before the area was cleared to allow road tankers to access the terminal.

6.6.24 Tanker movements were halted for just over seven hours between mid-day and 19:00 hrs. On Saturday 16th July and Sunday 17th July 2022, the group known as Extinction Rebellion staged a protest in Plymouth city centre. The protest was planned and disclosed to the police in advance and included a march of about two hundred people from the city centre down to the entrance to the Valero Plymouth Terminal in Oakfield Terrace Rd. The access to the terminal was blocked for about two hours. Road tanker movements were re-scheduled in advance minimising any disruption to fuel supplies."

I note that the events of 16th July 2022 are out of chronological order.

30. In his 5th witness statement the main threats identified by Mr Blackhouse were; (1) protesters directly entering the 8 Sites. He stated there had been serious incidents in the

past in which protestors forcibly gained access by cutting through mesh border fencing or climbing over fencing and then carrying out dangerous activities such as climbing and sitting on top of storage tanks containing highly flammable fuel and vapour. He warned that the risk of fire for explosion at the 8 Sites is high due to the millions of litres of flammable liquid and gas stored at each. Mobile phones and lighters are heavily controlled or prohibited. (2) He warned that any activity which blocked or restricted access roads would be likely to create a situation where the Claimants were forced to take action to reduce the health and safety risks relating to emergency access which might include evacuating the sites or shutting some activity on the sites.

31. Mr. Blackhouse warned of the knock-on effects of the Claimants having to manage protester activity to mitigate potential health and safety risks which would impact on the general public. If activity on the 8 Sites is reduced or prevented due to protester activity this would reduce the level of fuel produced, stored and transported, which would ultimately result in shortages at filling station forecourts, potentially panic buying and the adverse effects thereof. He referred to the panic buying that occurred in September 2021. Mr Blackhouse described the various refineries and terminals and the businesses carried on there. He also described the access roads to the sites. He described the substantial number of staff accessing the sites and the substantial number of tanker movements per day accessing refineries. He also described the substantial number of ship movements to and from the jetties per annum. He warned of the dangers of blocking emergency services getting access to the 8 Sites. He stated that if access roads at the 8 Sites were blocked the Claimants would have no option but to cease operations and shut down the refineries to ensure compliance with health and safety risk assessments. He informed the Court that one of the most hazardous times at the refineries was when restarting the processes after a shut down. The temperatures and pressures in the refinery are high and during restarting there is a higher probability of a leak and resultant explosions. Accordingly, the Claimants seek to limit shutdown and restart activity as much as possible. Generally, these only happen every four or five years under strictly controlled conditions.

32. Mr. Blackhouse referred to an incident in 2019 when Extinction Rebellion targeted the Pembroke oil refinery and jetties by blocking the access roads. He warned that slow walking and blocking access roads remained a real risk and a health and safety concern. He also informed the Court that local police at this refinery took a substantial time to deal with protesters due to locking on and climbing in, resulting in significant delay. He further evidenced this by reference to the Kingsbury terminal protest in 2022.

33. Mr. Blackhouse asserted that all of the 8 Sites are classified as “Critical National Infrastructure”. The Claimants liaise closely with the National Protective Security Authority and the National Crime Agency and the Counter Terrorism Security Advisor Service of the police. Secret reports received from those agencies evidenced continuing potential activity by the 4 Organisations. In addition, on the 8th of July 2023 Extinction Rebellion stickers were placed on a sign at the refinery.

34. Overall Mr. Blackhouse asserted that the deterrent effect of the injunctions granted has diminished the protest activity at the 8 Sites but warned that it was clear that at least some of the 4 Organisations maintained an ongoing campaign of protest activity throughout the UK. He asserted it was critical that the injunctive relief remained in place for the protection of the Claimants' employees, visitors to the sites, the public in surrounding areas and the protesters themselves.

35. **David McLoughlin.** Mr McLoughlin is a director employed by the Valero group responsible for pipeline and terminals. His responsibilities include directing operations and logistics across all of the 8 Sites.

36. He warned the Court that blocking access to the 8 Sites would have potentially very serious health and safety and environmental consequences and would cause significant business disruption. He described how under the *Control of Major Accidents Hazards Involving Dangerous Substances Regulations 2015* the 8 Sites are categorised according to the risks they present which relate directly to the quantity of dangerous substances held on each site. Heavy responsibilities are placed upon the Claimants to manage their activities in a way so as to minimise the risk to employees, visitors and the general public and to prevent major accidents. The Claimants are required to carry out health and safety executive guided risk assessments which involve ensuring emergency services can quickly access the 8 Sites and to ensure appropriate manning. He warned that there were known safety risks of causing fires and explosions from lighters, mobile phones, key fobs and acrylic clothing. The risks are higher around the storage tanks and loading gantries which seemed to be favoured by protestors. He warned that the Plymouth and Manchester sites were within easy reach of large populations which created a risk to the public. He warned that blocking access roads to the 8 Sites would give rise to a potential risk of breaching the 2015 Regulations which would be both dangerous and a criminal offence. Additionally blocking access would lead to a build-up of tankers containing fuel which themselves posed a risk. He warned of the potential knock-on effects of an access road blockade on the supply chain for in excess of 700 filling stations and to the inward supply chain from tankers. He warned of the 1-2 day filling station tank capacity which needed constant and regular supply from the Claimants' sites. He also warned about the disruption to commercial contracts which would be caused by disruption to the 8 Sites. He set out details of the various sites and their access roads. He referred to the July 2022 protest at the Plymouth terminal site and pointed out the deterrent effect of the injunction, which was in place at that time, had been real and had reduced the risk.

37. **Emma Pinkerton.** Miss Pinkerton has provided 5 witness statements in these proceedings, the last one dated December 2023. She is a partner at CMS Cameron McKenna Nabarro Olswang LLP.

38. In her 3rd statement she set out details relating to the interlocutory course of the proceedings and service and necessary changes to various interim orders made.

39. In her last witness statement she gave evidence that the Claimants do not seek to prevent protesters from undertaking peaceful lawful protests. She asserted that the Defendants had no real prospect of successfully defending the claim and pointed out that no Acknowledgments of Service or Defences had been served. She set out the chronology of the action and service of proceedings. She dealt with various errors in the orders made. She summarised that 43 undertakings had been taken from Defendants. She pointed out that there were errors in the naming of some Defendants. Miss Pinkerton summarised the continuing threat pointing out that the Just Stop Oil Twitter feed contained a statement dated 9th June 2023 setting out that the writer explained to Just Stop Oil connected readers that the injunctions banned people from taking action at refineries, distribution hubs and petrol stations and that the punishments for breaking injunctions ranged from unlimited fines to imprisonment. She asserted that the Claimants' interim injunctions in combination with those obtained by Warwickshire Borough Council had significantly reduced protest activity at the Kingsbury site.

40. Miss Pinkerton provided a helpful summary of incidents since June 2023. On the 26th of June 2023 Just Stop Oil protesters carried out four separate slow marches across London impacting access on King's College Hospital. On the 3rd of July 2023 protesters connected with Extinction Rebellion protested outside the offices of Wood Group in Aberdeen and Surrey letting off flares and spraying fake oil across the entrance in Surrey. On 10th July 2023 several marches took place across London. On the 20th of July 2023 supporters of Just Stop Oil threw orange paint over the headquarters of Exxon Mobile. On the 1st of August 2023 protesters connected with Just Stop Oil marched through Cambridge City centre. On the 13th of August 2023 protesters connected with Money Rebellion (which may be associated with Extinction Rebellion) set off flares at the AIG Women's Open in Tadworth. On the 18th of August 2023 protesters associated with Just Stop Oil carried out a slow march in Wells, Somerset and the next day a similar march took place in Exeter City centre. On the 26th of August 2023 a similar march took place in Leeds. On the 2nd of September 2023 protesters associated with Extinction Rebellion protested outside the London headquarters of Perenco, an oil and gas company. On the 9th of September 2023 there was a slow march by protesters connected with Just Stop Oil in Portsmouth City centre. On the 18th of September 2023 protesters connected with Extinction Rebellion poured fake oil over the steps of the Labour Party headquarters and climbed the building letting off smoke grenades and one protester locked on to a handrail. On the 1st of October 2023 protesters connected with Extinction Rebellion protested in Durham. On the 10th of October 2023 protesters connected with Just Stop Oil sprayed orange paint over the Radcliffe Camera library building in Oxford and the facade of the forum at Exeter University. On the 11th of October 2023 protesters connected with Just Stop Oil sprayed orange paint over parts of Falmouth University. On the 17th of October 2023 various protesters were arrested in connection with the Energy Intelligence forum in London. On the 19th of October

2023 protests took place in Canary Wharf targeting financial businesses allegedly supporting fossil fuels and insurance companies in the City of London. On the 30th of October 2023 60 protesters were arrested for slow marching outside Parliament. On the 10th of November 2023 protesters connected with Extinction Rebellion occupied the offices of the Daily Telegraph. On the 12th of November 2023 protesters connected with Just Stop Oil marched in Holloway Road in London. On the 13th of November 2023 protesters connected with Just Stop Oil marched from Hendon Way leading to a number of arrests. On the 14th of November 2023 protesters connected with Just Stop Oil marched from Kennington Park Rd. On the same day the Metropolitan Police warned that the costs of policing such daily marches was becoming unsustainable to the public purse. On the 15th of November 2023 protesters connected with Just Stop Oil marched down the Cromwell Road and 66 were arrested. On the 18th of November 2023 protestors connected with Just Stop Oil and Extinction Rebellion protested outside the headquarters of Shell in London and some arrests were made. On the 20th of November 2023 protesters connected with Just Stop Oil gathered in Trafalgar Square and started to march and some arrests were made. On the 30th of November 2023 protesters connected with Just Stop Oil gathered in Kensington in London and 16 were arrested.

41. Miss Pinkerton extracted some quotes from the Just Stop Oil press releases including assertions that their campaign would be "*indefinite*" until the Government agreed to stop new fossil fuel projects in the UK and mentioning their supporters storming the pitch at Twickenham during the Gallagher Premiership Rugby final. Further press releases in June and July 2023 encouraging civil resistance against oil, gas and coal were published. In an open letter to the police unions dated 13th September 2023 Just Stop Oil stated they would be back on the streets from October the 29th for a resumption after their 13 week campaign between April and July 2023 which they asserted had already cost the Metropolitan Police more than £7.7 million and required the equivalent of an extra 23,500 officer shifts.

42. Miss Pinkerton also examined the Extinction Rebellion press statements which included advice to members of the public to picket, organise locally, disobey and asserted that civil disobedience works. On the 30th of October 2023 a spokesperson for Just Stop Oil told the Guardian newspaper that the organisation supporters were willing to slow march to the point of arrest every day until the police took action to prosecute the real criminals who were facilitating new oil and gas extraction.

43. Miss Pinkerton summarised the various applications for injunctions made by Esso Oil, Stanlow Terminals Limited, Infranorth Limited, North Warwickshire Borough Council, Esso Petroleum, Exxon Mobile Chemical Limited, Thurrock Council, Essex Council, Shell International, Shell UK, UK Oil Pipelines, West London Pipeline and Storage, Exolum Pipeline Systems, Exolum Storage, Exolum Seal Sands and Navigator Terminals.

44. Miss Pinkerton asserted that the Claimants had given full and frank disclosure as required by the Supreme Court in *Wolverhampton v London Gypsies* (citation below). In summary she asserted that the Claimants remained very concerned that protest groups including the 4 Organisations would undertake disruptive, direct action by trespass or blocking access to the 8 Sites and that a final injunction was necessary to prevent future tortious behaviour.

**Previous decision on the relevant facts**

45. In *North Warwickshire v Baldwin and 158 others and PUs* [2023] EWHC 1719, Sweeting J gave judgment in relation to a claim brought by North Warwickshire council against 159 named defendants relating to the Kingsbury terminal which is operated by Shell, Oil Pipelines Limited, Warwickshire Oil Storage Limited and Valero Energy Ltd. Findings of fact were made in that judgment about the events in March and April 2022 which are relevant to my judgment. Sweeting J. found that protests began at Kingsbury during March 2022 and were characterised by protesters glueing themselves to roads accessing the terminal; breaking into the terminal compounds by cutting through gates and trespassing; climbing onto storage tanks containing unleaded petrol, diesel and fuel additives; using mobile phones within the terminal to take video films of their activities while standing on top of oil tankers and storage tanks and next to fuel transfer equipment; interfering with oil tankers by climbing onto them and fixing themselves to the roofs thereof; letting air out of the tyres of tankers; obstructing the highways accessing the terminal generally and climbing equipment and abseiling from a road bridge into the terminal. In relation to the 7th of April Sweeting J found that at 12:30 (past midnight) a group of protesters approached one of the main terminal entrances and attempted to glue themselves to the road. When the police were deployed a group of protesters approached the same enclosure from the fields to the rear and used a saw to break through an exterior gate and scaled fences to gain access. Once inside they locked themselves onto a number of different fixtures including the top of three large fuel storage tanks containing petrol diesel and fuel additives and the tops of two fuel tankers and the floating roof of a large fuel storage tank. The floating roof floated on the surface of stored liquid hydrocarbons. Sweeting J found that the ignition of liquid fuel or vapour in such a storage tank was an obvious source of risk to life. On the 9th of April 2022 protesters placed a caravan at the side of the road called Piccadilly Way which is an access road to the terminal and protesters glued themselves to the sides and top of the caravan whilst others attempted to dig a tunnel under the road through a false floor in the caravan. That was a road used by heavily laden oil tankers to and from the terminal and the collapse of the road due to a tunnel caused by a tanker passing over it was identified by Sweeting J as including the risk of injury and road damage and the escape of fuel fluid into the soil of the environment.

**Assessment of lay witnesses**

46. I decide all facts in this hearing on the balance of probabilities. I have not seen any witness give live evidence. None were required for cross-examination by the Defendants. None were challenged. I take that into account.

47. Having carefully read the statements I accept the evidence put before me from the Claimants' witnesses. I have not found sloppiness, internal inconsistency or exaggeration in the way they were written or any reason to doubt the evidence provided.

**The Law**

**Summary Judgment**

48. Under CPR part 24 it is the first task of this Court to determine whether the Defendants have a realistic prospect of success in defending the claim. Realistic is distinguished from a fanciful prospect of success, see *Swain v Hillman* [2001] 1 ALL ER 91. The threshold for what is a realistic prospect was examined in *ED and F Man Liquid Products v Patel* [2003] EWCA Civ. 472. It is higher than a merely arguable prospect of success. Whilst it is clear that on a summary judgement application the Court is not required to effect a mini trial, it does need to analyse the evidence put before it to determine whether it is worthless, contradictory, unimpressive or incredible and overall to determine whether it is credible and worthy of acceptance. The Court is also required to take into account, in a claim against PUs, not only the evidence put before it on the application but also the evidence which could reasonably be expected to be available at trial both on behalf of the Claimants and the Defendants, see *Royal Brompton Hospitals v Hammond (#5)* [2001] EWCA Civ. 550. Where reasonable grounds exist for believing that a fuller investigation of the facts of the case at trial would affect the outcome of the decision then summary judgement should be refused, see *Doncaster Pharmaceuticals v Bolton Pharmaceutical Co* [2007] F.S.R 3. I take into account that the burden of proof rests in the first place on the applicant and also the guidance given in *Sainsbury's Supermarkets v Condek Holdings* [2014] EWHC 2016, at paragraph 13, that if the applicant has produced credible evidence in support of the assertion that the applicant has a realistic prospect of success on the claim, then the respondent is required to prove some real prospect of success in defending the claim or some other substantial reason for the claim going to trial. I also take into account the guidance given at paragraph 40 of the judgment of Sir Julian Flaux in the Court of Appeal in *National Highways Limited v Persons Unknown* [2023] EWCA Civ. 182, that the test to be applied when a final anticipatory injunction is sought through a summary judgment application is the same as in all other cases.

49. CPR part 24 r.24.5 states that if a respondent to a summary judgment application wishes to put in evidence he "must" file and serve written evidence 7 days before the hearing. Of course, this cannot apply to PUs who will have no knowledge of the hearing. It does apply to named and served Defendants.

50. But what approach should the Court take where named Defendant served nothing and PUs are also Defendants? In *King v Stiefel* [2021] EWHC 1045 (Comm) Cockerill J. ruled as follows on what to do in relation to evidence:

> "21. The authorities therefore make clear that in the context of summary judgment the court is by no means barred from evaluating the evidence, and concluding that on the evidence there is no real (as opposed to fanciful) prospect of success. It will of course be cautious in doing so. It will bear in mind the clarity of the evidence available and the potential for other evidence to be available at trial which is likely to bear on the issues. It will avoid conducting a mini-trial. But there will be cases where the court will be entitled to draw a line and say that - even bearing well in mind all of those points - it would be contrary to principle for a case to proceed to trial.
> 22. So, when faced with a summary judgment application it is not enough to say, with Mr Micawber, that something may turn up . . ."

51. In my judgment, in a case such as this, where named Defendants have taken no part and where other Defendants are PUs, the safest course is to follow the guidance of the Supreme Court and treat the hearing as ex-parte and to consider the defences which the PUs could run.

**Final Injunctions**

52. The power of this Court to grant an injunction is set out in S.37 of *the Senior Courts Act 1981*. The relevant sections follow:

> "37 Powers of High Court with respect to injunctions ….
> (1) The High Court may by order (whether interlocutory or final) grant an injunction … in all cases in which it appears to the court to be just and convenient to do so.
> (2) Any such order may be made either unconditionally or on such terms and conditions as the court thinks just."

53. An injunction is a discretionary remedy which can be enforced through contempt proceedings. There are two types, mandatory and prohibitory. I am only dealing with an application for the latter type and only on the basis of quia timet – which is the fear of the Claimants that an actionable wrong will be committed against them. Whilst the balance of convenience test was initially developed for interim injunctions it developed such that it is generally used in the granting of final relief. I shall refer below to how it is refined in PU cases.

54. In law a landowner whose title is not disputed is prima facie entitled to an injunction to restrain a threatened or apprehended trespass on his land: see Snell's Equity (34th ed) at para 18-012. In relation to quia timet injunctions, like the one sought in this case, the Claimants must prove that there is a real and imminent risk of the Defendant causing the torts feared, not that the torts have already been committed, per Longmore LJ in *Ineos Upstream v Boyd* [2019] 4 WLR 100, para 34(1). I also take account of the

judgment of Sir Julian Flaux in *National Highways v PUs* [2023] 1 WLR 2088, in which at paras. 37-40 the following ruling was provided:

> "37. Although the judge did correctly identify the test for the grant of an anticipatory injunction, in para 38 of his judgment, unfortunately he fell into error in considering the question whether the injunction granted should be final or interim. His error was in making the assumption that before summary judgment for a final anticipatory injunction could be granted NHL had to demonstrate, in relation to each defendant, that that defendant had committed the tort of trespass or nuisance and that there was no defence to a claim that such a tort had been committed. That error infected both his approach as to whether a final anticipatory injunction should be granted and as to whether summary judgment should be granted.
> 38. As regards the former, it is not a necessary criterion for the grant of an anticipatory injunction, whether final or interim, that the defendant should have already committed the relevant tort which is threatened. *Vastint* [2019] 4 WLR 2 was a case where a final injunction was sought and no distinction is drawn in the authorities between a final prohibitory anticipatory injunction and an interim prohibitory anticipatory injunction in terms of the test to be satisfied. Marcus Smith J summarises at para 31(1) the effect of authorities which do draw a distinction between final prohibitory injunctions and final mandatory injunctions, but that distinction is of no relevance in the present case, which is only concerned with prohibitory injunctions.
> 39. There is certainly no requirement for the grant of a final anticipatory injunction that the claimant prove that the relevant tort has already been committed. The essence of this form of injunction, whether interim or final, is that the tort is threatened and, as the passage from *Vastint* at para 31(2) quoted at para 27 above makes clear, for some reason the claimant's cause of action is not complete. It follows that the judge fell into error in concluding, at para 35 of the judgment, that he could not grant summary judgment for a final anticipatory injunction against any named defendant unless he was satisfied that particular defendant had committed the relevant tort of trespass or nuisance.
> 40. The test which the judge should have applied in determining whether to grant summary judgment for a final anticipatory injunction was the standard test under CPR r 24.2, namely, whether the defendants had no real prospect of successfully defending the claim. In applying that test, the fact that (apart from the three named defendants to whom we have referred) none of the defendants served a defence or any evidence or otherwise engaged with the proceedings, despite being given ample opportunity to do so, was not, as the judge thought, irrelevant, but of considerable relevance, since it supported NHL's case

that the defendants had no real prospect of successfully defending the claim for an injunction at trial."

55. In relation to the substantive and procedural requirements for the granting of an injunction against persons unknown, guidance was given in *Canada Goose v Persons Unknown* [2021] WLR 2802, by the Court of Appeal. In a joint judgment Sir Terence Etherton and Lord Justices Richards and Coulson ruled as follows:

> "82 Building on *Cameron* [2019] 1 WLR 1471 and the *Ineos* requirements, it is now possible to set out the following procedural guidelines applicable to proceedings for interim relief against "persons unknown" in protestor cases like the present one:
> (1) The "persons unknown" defendants in the claim form are, by definition, people who have not been identified at the time of the commencement of the proceedings. If they are known and have been identified, they must be joined as individual defendants to the proceedings. The "persons unknown" defendants must be people who have not been identified but are capable of being identified and served with the proceedings, if necessary by alternative service such as can reasonably be expected to bring the proceedings to their attention. In principle, such persons include both anonymous defendants who are identifiable at the time the proceedings commence but whose names are unknown and also Newcomers, that is to say people who in the future will join the protest and fall within the description of the "persons unknown".
> (2) The "persons unknown" must be defined in the originating process by reference to their conduct which is alleged to be unlawful.
> (3) Interim injunctive relief may only be granted if there is a sufficiently real and imminent risk of a tort being committed to justify quia timet relief.
> (4) As in the case of the originating process itself, the defendants subject to the interim injunction must be individually named if known and identified or, if not and described as "persons unknown", must be capable of being identified and served with the order, if necessary by alternative service, the method of which must be set out in the order.
> (5) The prohibited acts must correspond to the threatened tort. They may include lawful conduct if, and only to the extent that, there is no other proportionate means of protecting the claimant's rights.
> (6) The terms of the injunction must be sufficiently clear and precise as to enable persons potentially affected to know what they must not do. The prohibited acts must not, therefore, be described in terms of a legal cause of action, such as trespass or harassment or nuisance. They may be defined by reference to the defendant's intention if that is strictly necessary to correspond to the threatened tort and done in non-technical

language which a defendant is capable of understanding and the intention is capable of proof without undue complexity. It is better practice, however, to formulate the injunction without reference to intention if the prohibited tortious act can be described in ordinary language without doing so.

(7) The interim injunction should have clear geographical and temporal limits. It must be time limited because it is an interim and not a final injunction. We shall elaborate this point when addressing Canada Goose's application for a final injunction on its summary judgment application."

56. I also take into account the guidance and the rulings made by the Supreme Court in *Wolverhampton City Council v London Gypsies* [2023] UKSC 47; [2024] 2 WLR 45 on final injunctions against PUs. This was a case involving a final injunction against unknown gypsies and travellers. The circumstances were different from protester cases because Local Authorities have duties in relation to travellers. In their joint judgment the Supreme Court ruled as follows:

"167. These considerations lead us to the conclusion that, although the attempts thus far to justify them are in many respects unsatisfactory, there is no immoveable obstacle in the way of granting injunctions against newcomer Travellers, on an essentially without notice basis, regardless of whether in form interim or final, either in terms of jurisdiction or principle. But this by no means leads straight to the conclusion that they ought to be granted, either generally or on the facts of any particular case. They are only likely to be justified as a novel exercise of an equitable discretionary power if:

(i) There is a compelling need, sufficiently demonstrated by the evidence, for the protection of civil rights (or, as the case may be, the enforcement of planning control, the prevention of anti-social behaviour, or such other statutory objective as may be relied upon) in the locality which is not adequately met by any other measures available to the applicant local authorities (including the making of byelaws). This is a condition which would need to be met on the particular facts about unlawful Traveller activity within the applicant local authority's boundaries.

(ii) There is procedural protection for the rights (including Convention rights) of the affected newcomers, sufficient to overcome the strong prima facie objection of subjecting them to a without notice injunction otherwise than as an emergency measure to hold the ring. This will need to include an obligation to take all reasonable steps to draw the application and any order made to the attention of all those likely to be affected by it (see paras 226—231 below); and the most generous provision for liberty (ie permission) to apply to have the injunction

varied or set aside, and on terms that the grant of the injunction in the meantime does not foreclose any objection of law, practice, justice or convenience which the newcomer so applying might wish to raise.
(iii) Applicant local authorities can be seen and trusted to comply with the most stringent form of disclosure duty on making an application, so as both to research for and then present to the court everything that might have been said by the targeted newcomers against the grant of injunctive relief.
(iv) The injunctions are constrained by both territorial and temporal limitations so as to ensure, as far as practicable, that they neither outflank nor outlast the compelling circumstances relied upon.
(v) It is, on the particular facts, just and convenient that such an injunction be granted. …"

…

*"5. The process of application for, grant and monitoring of newcomer injunctions and protection for newcomers' rights*

187. We turn now to consider the practical application of the principles affecting an application for a newcomer injunction against Gypsies and Travellers, and the safeguards that should accompany the making of such an order. As we have mentioned, these are matters to which judges hearing such applications have given a good deal of attention, as has the Court of Appeal in considering appeals against the orders they have made. Further, the relevant principles and safeguards will inevitably evolve in these and other cases in the light of experience. Nevertheless, they do have a bearing on the issues of principle we have to decide, in that we must be satisfied that the points raised by the appellants do not, individually or collectively, preclude the grant of what are in some ways final (but regularly reviewable) injunctions that prevent persons who are unknown and unidentifiable at the date of the order from trespassing on and occupying local authority land. We have also been invited to give guidance on these matters so far as we feel able to do so having regard to our conclusions as to the nature of newcomer injunctions and the principles applicable to their grant.

*Compelling justification for the remedy*

188. Any applicant for the grant of an injunction against newcomers in a Gypsy and Traveller case must satisfy the court by detailed evidence that there is a compelling justification for the order sought. This is an overarching principle that must guide the court at all stages of its consideration (see para 167(i))."

…

"(viii) *A need for review*

*(2) Evidence of threat of abusive trespass or planning breach*

218. We now turn to more general matters and safeguards. As we have foreshadowed, any local authority applying for an injunction against

persons unknown, including newcomers, in Gypsy and Traveller cases must satisfy the court by full and detailed evidence that there is a compelling justification for the order sought (see para 167(i) above). There must be a strong probability that a tort or breach of planning control or other aspect of public law is to be committed and that this will cause real harm. Further, the threat must be real and imminent. We have no doubt that local authorities are well equipped to prepare this evidence, supported by copies of all relevant documents, just as they have shown themselves to be in making applications for injunctions in this area for very many years.

219. The full disclosure duty is of the greatest importance (see para 167(iii)). We consider that the relevant authority must make full disclosure to the court not just of all the facts and matters upon which it relies but also and importantly, full disclosure of all facts, matters and arguments of which, after reasonable research, it is aware or could with reasonable diligence ascertain and which might affect the decision of the court whether to grant, maintain or discharge the order in issue, or the terms of the order it is prepared to make or maintain. This is a continuing obligation on any local authority seeking or securing such an order, and it is one it must fulfil having regard to the one-sided nature of the application and the substance of the relief sought. Where relevant information is discovered after the making of the order the local authority may have to put the matter back before the court on a further application.

220. The evidence in support of the application must therefore err on the side of caution; and the court, not the local authority, should be the judge of relevance.

(3) *Identification or other definition of the intended respondents to the application*

221. The actual or intended respondents to the application must be defined as precisely as possible. In so far as it is possible actually to identify persons to whom the order is directed (and who will be enjoined by its terms) by name or in some other way, as Lord Sumption explained in *Cameron* [2019] 1 WLR 1471, the local authority ought to do so. The fact that a precautionary injunction is also sought against newcomers or other persons unknown is not of itself a justification for failing properly to identify these persons when it is possible to do so, and serving them with the proceedings and order, if necessary, by seeking an order for substituted service. It is only permissible to seek or maintain an order directed to newcomers or other persons unknown where it is impossible to name or identify them in some other and more precise way. Even where the persons sought to be subjected to the injunction are newcomers, the possibility of identifying them as a class by reference

to conduct prior to what would be a breach (and, if necessary, by reference to intention) should be explored and adopted if possible.

*(4) The prohibited acts*

222. It is always important that an injunction spells out clearly and in everyday terms the full extent of the acts it prohibits, and this is particularly so where it is sought against persons unknown, including newcomers. The terms of the injunction and therefore the prohibited acts must correspond as closely as possible to the actual or threatened unlawful conduct. Further, the order should extend no further than the minimum necessary to achieve the purpose for which it was granted; and the terms of the order must be sufficiently clear and precise to enable persons affected by it to know what they must not do.

223. Further, if and in so far as the authority seeks to enjoin any conduct which is lawful viewed on its own, this must also be made absolutely clear, and the authority must be prepared to satisfy the court that there is no other more proportionate way of protecting its rights or those of others.

224. It follows but we would nevertheless emphasise that the prohibited acts should not be described in terms of a legal cause of action, such as trespass or nuisance, unless this is unavoidable. They should be defined, so far as possible, in non-technical and readily comprehensible language which a person served with or given notice of the order is capable of understanding without recourse to professional legal advisers.

(5) *Geographical and temporal limits*

225. The need for strict temporal and territorial limits is another important consideration (see para 167(iv)). One of the more controversial aspects of many of the injunctions granted hitherto has been their duration and geographical scope. These have been subjected to serious criticism, at least some of which we consider to be justified. We have considerable doubt as to whether it could ever be justifiable to grant a Gypsy or Traveller injunction which is directed to persons unknown, including newcomers, and extends over the whole of a borough or for significantly more than a year. It is to be remembered that this is an exceptional remedy, and it must be a proportionate response to the unlawful activity to which it is directed. Further, we consider that an injunction which extends borough-wide is likely to leave the Gypsy and Traveller communities with little or no room for manoeuvre, just as Coulson LJ warned might well be the case (see generally, *Bromley* [2020] PTSR 1043, paras 99—109. Similarly, injunctions of this kind must be reviewed periodically (as Sir Geoffrey Vos MR explained in these appeals at paras 89 and 108) and in our view ought to come to an end (subject to any order of the judge), by effluxion of time in all cases after no more than a year unless an application is made for their renewal. This will give all parties an opportunity to make

full and complete disclosure to the court, supported by appropriate evidence, as to how effective the order has been; whether any reasons or grounds for its discharge have emerged; whether there is any proper justification for its continuance; and whether and on what basis a further order ought to be made.

*(6) Advertising the application in advance*

226. We recognise that it would be impossible for a local authority to give effective notice to all newcomers of its intention to make an application for an injunction to prevent unauthorised encampments on its land. That is the basis on which we have proceeded. On the other hand, in the interests of procedural fairness, we consider that any local authority intending to make an application of this kind must take reasonable steps to draw the application to the attention of persons likely to be affected by the injunction sought or with some other genuine and proper interest in the application (see para 167(ii) above). This should be done in sufficient time before the application is heard to allow those persons (or those representing them or their interests) to make focused submissions as to whether it is appropriate for an injunction to be granted and, if it is, as to the terms and conditions of any such relief.

227. Here the following further points may also be relevant. First, local authorities have now developed ways to give effective notice of the grant of such injunctions to those likely to be affected by them, and they do so by the use of notices attached to the land and in other ways as we describe in the next section of this judgment. These same methods, appropriately modified, could be used to give notice of the application itself. As we have also mentioned, local authorities have been urged for some time to establish lines of communication with Traveller and Gypsy communities and those representing them, and all these lines of communication, whether using email, social media, advertisements or some other form, could be used by authorities to give notice to these communities and other interested persons and bodies of any applications they are proposing to make.

228. Secondly, we see merit in requiring any local authority making an application of this kind to explain to the court what steps it has taken to give notice of the application to persons likely to be affected by it or to have a proper interest in it, and of all responses it has received.

229. These are all matters for the judges hearing these applications to consider in light of the particular circumstances of the cases before them, and in this way to allow an appropriate practice to develop.

(7) *Effective notice of the order*

230. We are not concerned in this part of our judgment with whether respondents become party to the proceedings on service of the order upon them, but rather with the obligation on the local authority to take steps actively to draw the order to the attention of all actual and potential

respondents; to give any person potentially affected by it full information as to its terms and scope, and the consequences of failing to comply with it; and how any person affected by its terms may make an application for its variation or discharge (again, see para 167(ii) above).

231. Any applicant for such an order must in our view make full and complete disclosure of all the steps it proposes to take (i) to notify all persons likely to be affected by its terms; and (ii) to ascertain the names and addresses of all such persons who are known only by way of description. This will no doubt include placing notices in and around the relevant sites where this is practicable; placing notices on appropriate websites and in relevant publications; and giving notice to relevant community and charitable and other representative groups.

(8) *Liberty to apply to discharge or vary*

232. As we have mentioned, we consider that an order of this kind ought always to include generous liberty to any person affected by its terms to apply to vary or discharge the whole or any part of the order (again, see para 167(ii) above). This is so whether the order is interim or final in form, so that a respondent can challenge the grant of the injunction on any grounds which might have been available at the time of its grant.

(9) *Costs protection*

233. This is a difficult subject, and it is one on which we have received little assistance. We have considerable concern that costs of litigation of this kind are way beyond the means of most if not all Gypsies and Travellers and many interveners, as counsel for the first interveners, Friends of the Earth, submitted. This raises the question whether the court has jurisdiction to make a protective or costs capping order. This is a matter to be considered on another day by the judge making or continuing the order. We can see the benefit of such an order in an appropriate case to ensure that all relevant arguments are properly ventilated, and the court is equipped to give general guidance on the difficult issues to which it may give rise.

(10) *Cross-undertaking*

234. This is another important issue for another day. But a few general points may be made at this stage. It is true that this new form of injunction is not an interim order, and it is not in any sense holding the ring until the final determination of the merits of the claim at trial. Further, so far as the applicant is a public body acting in pursuance of its public duty, a cross undertaking may not in any event be appropriate. Nevertheless, there may be occasions where a cross undertaking is considered appropriate, for reasons such as those given by Warby J in *Birmingham City Council v Afsar* [2019] EWHC 1619 (QB), a protest case. These are matters to be considered on a case-by-case basis, and the applicant must equip the court asked to make or continue the order with the most up-to-date guidance and assistance.

(11) *Protest cases*

235. The emphasis in this discussion has been on newcomer injunctions in Gypsy and Traveller cases and nothing we have said should be taken as prescriptive in relation to newcomer injunctions in other cases, such as those directed at protesters who engage in direct action by, for example, blocking motorways, occupying motorway gantries or occupying HS2's land with the intention of disrupting construction. Each of these activities may, depending on all the circumstances, justify the grant of an injunction against persons unknown, including newcomers. Any of these persons who have notice of the order will be bound by it, just as effectively as the injunction in the proceedings the subject of this appeal has bound newcomer Gypsies and Travellers.

236. Counsel for the Secretary of State for Transport has submitted and we accept that each of these cases has called for a full and careful assessment of the justification for the order sought, the rights which are or may be interfered with by the grant of the order, and the proportionality of that interference. Again, in so far as the applicant seeks an injunction against newcomers, the judge must be satisfied there is a compelling need for the order. Often the circumstances of these cases vary significantly one from another in terms of the range and number of people who may be affected by the making or refusal of the injunction sought; the legal right to be protected; the illegality to be prevented; and the rights of the respondents to the application. The duration and geographical scope of the injunction necessary to protect the applicant's rights in any particular case are ultimately matters for the judge having regard to the general principles we have explained."

57. I conclude from the rulings in *Wolverhampton* that the 7 rulings in *Canada Goose* remain good law and that other factors have been added. To summarise, in summary judgment applications for a final injunction against unknown persons ("PUs") or newcomers, who are protesters of some sort, the following 13 guidelines and rules must be met for the injunction to be granted. These have been imposed because a final injunction against PUs is a nuclear option in civil law akin to a temporary piece of legislation affecting all citizens in England and Wales for the future so must be used only with due safeguards in place.

58. **(A) Substantive Requirements**

**Cause of action**

(1) There must be a civil cause of action identified in the claim form and particulars of claim. The usual quia timet (since he fears) action relates to the fear of torts such as trespass, damage to property, private or public nuisance, tortious interference with trade contracts, conspiracy with consequential damage and on-site criminal activity.

**Full and frank disclosure by the Claimant**

(2) There must be full and frank disclosure by the Claimant (applicant) seeking the injunction against the PUs.

**Sufficient evidence to prove the claim**

(3) There must be sufficient and detailed evidence before the Court on the summary judgment application to justify the Court finding that the immediate fear is proven on the balance of probabilities and that no trial is needed to determine that issue. The way this is done is by two steps. Firstly stage (1), the claimant has to prove that the claim has a realistic prospect of success, then the burden shifts to the defendant. At stage (2) to prove that any defence has no realistic prospect of success. In PU cases where there is no defendant present, the matter is considered ex-parte by the Court. If there is no evidence served and no foreseeable realistic defence, the claimant is left with an open field for the evidence submitted by him and his realistic prospect found at stage (1) of the hearing may be upgraded to a balance of probabilities decision by the Judge. The Court does not carry out a mini trial but does carry out an analysis of the evidence to determine if it the claimant's evidence is credible and acceptable. The case law on this process is set out in more detail under the section headed "The Law" above.

**No realistic defence**

(4) The defendant must be found unable to raise a defence to the claim which has a realistic prospect of success, taking into account not only the evidence put before the Court (if any), but also, evidence that a putative PU defendant might reasonably be foreseen as able to put before the Court (for instance in relation to the PUs civil rights to freedom of speech, freedom to associate, freedom to protest and freedom to pass and repass on the highway). Whilst in *National Highways* the absence of any defence from the PUs was relevant to this determination, the Supreme Court's ruling in *Wolverhampton* enjoins this Court not to put much weight on the lack of any served defence or defence evidence in a PU case. The nature of the proceedings are "ex-parte" in PU cases and so the Court must be alive to any potential defences and the Claimants must set them out and make submissions upon them. In my judgment this is not a "Micawber" point, it is a just approach point.

**Balance of convenience – compelling justification**

(5) In interim injunction hearings, pursuant to *American Cyanamid v Ethicon* [1975] AC 396, for the Court to grant an interim injunction against a defendant the balance of convenience and/or justice must weigh in favour of granting the injunction. However, in PU cases, pursuant to *Wolverhampton,* this balance is angled against the applicant to a greater extent than is required usually, so that there

must be a "compelling justification" for the injunction against PUs to protect the claimant's civil rights. In my judgment this also applies when there are PUs and named defendants.

(6) The Court must take into account the balancing exercise required by the Supreme Court in *DPP v Ziegler* [2021] UKSC 23, if the PUs' rights under the European Convention on Human Rights (for instance under Articles 10(2) and 11(2)) are engaged and restricted by the proposed injunction. The injunction must be necessary and proportionate to the need to protect the Claimants' right.

**Damages not an adequate remedy**

(7) For the Court to grant a final injunction against PUs the claimant must show that damages would not be an adequate remedy.

**(B) Procedural Requirements**

**Identifying PUs**

(8) The PUs must be clearly and plainly identified by reference to: (a) the tortious conduct to be prohibited (and that conduct must mirror the torts claimed in the Claim Form), and (b) clearly defined geographical boundaries, if that is possible.

**The terms of injunction**

(9) The prohibitions must be set out in clear words and should not be framed in legal technical terms (like "tortious" for instance). Further, if and in so far as it seeks to prohibit any conduct which is lawful viewed on its own, this must also be made absolutely clear and the claimant must satisfy the Court that there is no other more proportionate way of protecting its rights or those of others.

**The prohibitions must match the claim**

(10) The prohibitions in the final injunctions must mirror the torts claimed (or feared) in the Claim Form.

**Geographic boundaries**

(11) The prohibitions in the final injunctions must be defined by clear geographic boundaries, if that is possible.

**Temporal limits - duration**

(12) The duration of the final injunction should be only such as is proven to be reasonably necessary to protect the claimant's legal rights in the light of the evidence of past tortious activity and the future feared (quia timet) tortious activity.

**Service**

(13) Understanding that PUs by their nature are not identified, the proceedings, the evidence, the summary judgment application and the draft order must be served by alternative means which have been considered and sanctioned by the Court. The applicant must, under the Human Rights Act 1998 S.12(2), show that it has taken all practicable steps to notify the respondents.

**The right to set aside or vary**

(14) The PUs must be given the right to apply to set aside or vary the injunction on shortish notice.

**Review**

(15) Even a final injunction involving PUs is not totally final. Provision must be made for reviewing the injunction in the future. The regularity of the reviews depends on the circumstances. Thus such injunctions are "Quasi-final" not wholly final.

59. Costs and undertakings may be relevant in final injunction cases but the Supreme Court did not give guidance upon these matters.

60. I have read and take into account the cases setting out the historical growth of PU injunctions including *Ineos Upstream v PUs* [2019] EWCA Civ. 515, per Longmore LJ at paras. 18-34. I do not consider that extracts from the judgment are necessary here.

**Applying the law to the facts**

61. When applying the law to the facts I take into account the interlocutory judgments of Bennathan J and Bourne J in this case. I apply the balance of probabilities. I treat the hearing as an ex-parte hearing at which the Claimants must prove their case and put forward the potential defences of the PUs and show why they have no realistic prospect of success.

**(A) Substantive Requirements**

**Cause of action**

62. The pleaded claim is fear of trespass, crime and public and private nuisance at the 8 Sites and on the access roads thereto. In the event, as was found by Sweeting J, Bennathan J. and Bourne J. all 3 feared torts were committed in April 2022 and thereafter mainly at the Kingsbury site but also in Plymouth later on. In my judgment the claim as pleaded is sufficient on a quia timet basis.

**Full and frank disclosure**

63. By their approach to the hearing I consider that the Claimant and their legal team have evidenced providing full and frank disclosure.

**Sufficient evidence to prove the claim**

64. In my judgment the evidence shows that the Claimants have a good cause of action and fully justified fears that they face a high risk and an imminent threat that the remaining 17 named Defendants (who would not give undertakings) and/or that UPs will commit the pleaded torts of trespass and nuisance at the 8 Sites in connection with the 4 Organisations. I consider the phrase "in connection with" is broad and does not require membership of the 4 Organisations (if such exists), or proof of donation. It requires merely joining in with a protest organised by, encouraged by or at which one or more of the 4 Organisations were present or represented. The history of the invasive and dangerous protests in April 2022, despite the existence of the interim injunction made

by Butcher J, is compelling. Climbing onto fuel filled tankers on access roads is a hugely dangerous activity. Invading and trespassing upon petrochemical refineries and storage facilities and climbing on storage tanks and tankers is likewise very dangerous. Tunnelling under roads to obstruct and damage fuel tankers is also a dangerous tort of nuisance. I accept the evidence of further torts committed between May and September 2022. I have carefully considered the reduction in activity against the Claimants' Sites in 2023, however the threats from the spokespersons who align themselves or speak for the 4 Organisations did not reduce. I find that the reduction or abolition of direct tortious activity against the Claimants' 8 Sites was probably a consequence of the interim injunctions which were restraining the PUs connected with the 4 Organisations and that it is probable that without the injunctions direct tortious activity would quickly have recommenced and in future would quickly recommence.

**No realistic defence**

65. The Defendants have not entered any appearance or defence. Utterly properly Miss Holland KC dealt with the potential defences which the Defendants could have raised in her skeleton. Those related to Articles 10 and 11 of the European Convention on Human Rights. In *Cuciurean v Secretary of State for Transport* [2021] EWCA 357, [9(1)]-[9(2)] (emphasis added) Warby LJ said:

> "9. The following general principles are well-settled, and uncontroversial on this appeal.
> (1) Peaceful protest falls within the scope of the fundamental rights of free speech and freedom of assembly guaranteed by Articles 10(1) and 11(1) of the European Convention on Human Rights and Fundamental Freedoms. Interferences with those rights can only be justified if they are necessary in a democratic society and proportionate in pursuit of one of the legitimate aims specified in Articles 10(2) and 11(2). Authoritative statements on these topics can be found in *Tabernacle v Secretary of State for Defence* [2009] EWCA Civ 23 [43] (Laws LJ) and *City of London v Samede* [2012] EWCA Civ 160 [2012] 2 All ER 1039, reflecting the Strasbourg jurisprudence.
> (2) But the right to property is also a Convention right, protected by Article 1 of the First Protocol ('A1P1'). In a democratic society, the protection of property rights is a legitimate aim, which may justify interference with the rights guaranteed by Article 10 and 11. Trespass is an interference with A1P1 rights, which in turn requires justification. In a democratic society, Articles 10 and 11 cannot normally justify a person in trespassing on land of which another has *the right to possession*, just because the defendant wishes to do so for the purposes of protest against government policy. Interference by trespass will rarely be a necessary and proportionate way of pursuing the right to make such a protest."

66. I consider that any defence assertion that the final injunction amounts to a breach of the Defendants' rights under Articles 10 and 11 of the *European Convention on Human Rights* would be bound to fail. Trespass on the Claimants' 8 sites and criminal damage thereon is not justified by those Articles and they are irrelevant to those pleaded causes. As for private nuisance the same reasoning applies. The Articles would only be relevant to the public nuisance on the highways. The Claimants accept that those rights would be engaged on public highways. However, the injunction is prescribed by law in that it is granted by the Court. It is granted with a legitimate aim, namely to protect the Claimant's civil rights to property and access thereto, to avoid criminal damage, to avoid serious health and safety dangers, to protect the right to life of the Claimants' staff and invitees should a serious accidents occur and to enable the emergency services by enabling to access the 8 Sites. There is also a wider interest in avoiding the disruption to emergency services, schools, transport and national services from disruption in fuel supplies. In my judgment there are no less restrictive means available to achieve the aim of protecting the Claimants' civil rights and property than the terms of the final injunction. The Defendants have demonstrated that they are committed to continuing to carry out their unlawful behaviour. In my judgment an injunction in the terms sought strikes a fair balance. In particular, the Defendants' actions in seeking to *compel* rather than *persuade* the Government to act in a certain way (by attacking the Claimants 8 Sites), are not at the core of their Article 10 and 11 rights, see *Attorney General's Reference (No 1 of 2022)* [2023] KB 37, at para 86. I take into account that direct action is not being carried out on the highway because the highway is in some way important or related to the protest. It is a means by which the Defendants can inflict significant disruption, see *National Highways Ltd v Persons Unknown* [2021] EWHC 3081 (KB), at para 40(4)(a) per Lavender J and *Ineos v Persons Unknown* [2017] EWHC 2945 (Ch), at para.114 per Morgan J. I take into account that the Defendants will still be able to protest and make their points in other lawful ways after the final injunction is granted, see *Shell v Persons Unknown* [2022] EWHC 1215, at para. 59 per Johnson J. I take into account that the impact on the rights of others of the Defendants' direct action, for instance at Kingsbury, is substantial for the reasons set out above. As well as being a public nuisance, the acts sought to be restrained are also offences contrary to s.137 of the *Highways Act 1980* (obstruction of the highway), s.1 of the *Public Order Act 2023* (locking-on) and s.7 of the *Public Order Act 2023* (interference with use or operation of key national infrastructure). In these circumstances I do not consider that the Defendants have any realistic prospect of success on their potential defences.

**Balance of convenience – compelling justification**

67. In my judgment the balance of convenience and justice weigh in favour of granting the final injunction. The balance tips further in the Claimants' favour because I consider that there are compelling justifications for the injunction against the named Defendants and the PUs to protect the Claimants' 8 Sites d the nearby public from the threatened torts, all of which are at places which are part of the National Infrastructure. In

addition, there are compelling reasons to protect the staff and visitors at the 8 Sites from the risk of death or personal injury and to protect the public at large who live near the 8 Sites. The risk of explosion may be small, but the potential harm caused by an explosion due to the tortious activities of a protester with a mobile phone or lighter, who has no training in safe handling in relation to fuel in tankers or storage tanks or fuel pipes, could be a human catastrophe.

68. I also take into account the dangers involved in shutting down any refinery site. I take into account that a temporary emergency shutdown had to be put in place at Kingsbury on 7th April 2022 and the dangers that such safety measures cause on restart.

69. I take into account that no spokesperson for any of the 4 Organisations has agreed to sign undertakings and that 17 Defendants have refused to sign undertakings. I take into account the dark and ominous threats made by Roger Hallam, the asserted co-founder of Just Stop Oil and the statements of those who assert that they speak for the Just Stop Oil and the other organisations, that some will continue action using methods towards a more excessive limit.

**Damages not an adequate remedy**

70. I consider that damages would not be an adequate remedy for the feared direct action incursions onto or blockages of access at the 8 Sites. None of the named Defendants are prepared to offer to pay costs or damages. 43 have sought to exchange undertakings for the prohibitions in the interim injunctions, but none offered damages or costs. Recovery from PUs is impossible and recovery from named Defendants is wholly uncertain in any event. No evidence has been put before this Court about the 4 Organisations' finances or structure or legal status or to identify which legal persons hold their bank accounts or what funding or equipment they provided to the protesters or what their legal structure is. Whilst no economic tort is pleaded the damage caused by disruption of supply and of refining works may run into substantial sums as does the cost to the police and emergency services resulting from torts or crimes at the 8 Sites and the access roads thereto. Finally, any health and safety risk, if triggered, could potentially cause fatalities or serious injuries for which damages would not be a full remedy. Persons injured or killed by tortious conduct are entitled to compensation, but they would always prefer to suffer no injury.

**<u>(B) Procedural Requirements</u>**

**Identifying PUs**

71. In my judgment, as drafted the injunction clearly and plainly identifies the PUs by reference to the tortious conduct to be prohibited and that conduct mirrors the feared torts claimed in the Claim Form. The PUs' conduct is also limited and defined by reference to clearly defined geographical boundaries on coloured plans.

**The terms of the injunction**

72. The prohibitions in the injunction are set out in clear words and the order avoids using legal technical terms. Further, in so far as the prohibitions affect public highways, they do not prohibit any conduct which is lawful viewed on its own save to the extent that such is necessary and proportionate. I am satisfied that there is no other more proportionate way of protecting the Claimants' rights or those of their staff, invitees and suppliers.

**The prohibitions must match the claim**

73. The prohibitions in the final injunction do mirror the torts feared in the Claim Form.

**Geographic boundaries**

74. The prohibitions in the final injunction are defined by clear geographic boundaries which in my judgment are reasonable.

**Temporal limits - duration**

75. I have carefully considered whether 5 years is an appropriate duration for this quasi-final injunction. The undertakings expire in August 2026 and I have thought carefully about whether the injunction should match that duration. However, in the light of the threats of some of the 4 Organisations on the longevity of their campaigns and the continued actions elsewhere in the UK, the express aim of causing financial waste to the police force and the Claimants and the total lack of engagement in dialogue with the Claimants throughout the proceedings, I do not consider it reasonable to put the Claimants to the further expense of re-issuing for a further injunction in 2 years 7 months' time. I have seen no evidence suggesting that those connected with the 4 organisations will abandon or tire of their desire for direct tortious action causing disruption, danger and economic damage with a view to forcing Government to cease or prevent oil exploration and extraction.

**Service**

76. I find that the summary judgment application, evidence in support and draft order were served by alternative means in accordance with the previous Orders made by the Court.

**The right to set aside or vary**

77. The final injunction gives the PUs the right to apply to set aside or vary the final injunction on short notice.

**Review**

78. Provision has been made in the quasi-final injunction for review annually in future. In the circumstances of this case I consider that to be a reasonable period.

**Conclusions**

79. I grant the quasi-final injunction sought by the Claimants for the reasons set out above.

END

RWE

**LIST OF RWE GENERATION UK PLC GAS ASSETS**

| Asset | Address | Capacity (Gross/Generated) |
|---|---|---|
| Staythorpe CCGT | **Nr Newark NG23 5PS Staythorpe** | **1,787 MW** |
| Didcot B CCGT/OCGT | **Milton Road Didcot Oxfordshire OX11 7YU** | **1,505 MW (CCGT)<br>102 MW (OCGT)** |
| Pembroke CCGT<br>Pembroke Net Zero Centre: including<br>Sync Comp, Battery, Green Hydrogen 1 and 2 | **West Hill, Pembroke** | **2,243 MW (CCGT)** |
| Little Barford CCGT/OCGT | **St Neots Cambridgeshire PE19 6YT** | **755 MW<br>(includes OCGT)** |
| Cheshire OCGT + Gas Engines (West) | **North Road, Ellesmere Port, Cheshire, CH65 1AF** | **67 MW** |
| Great Yarmouth CCGT | **South Denes Road, Great Yarmouth NR303PY** | **430 MW** |
| Kings Lynn | **King's Lynn Power Station Willows Business Park, King's Lynn PE34 3RD** | **395 MW** |
| Cowes OCGT | **East Cowes PO32 6JS** | **143 MW** |
| Hythe CCGT | **Charleston Road Hardley Hythe Southampton SO45 3BP** | **47 MW** |
| Grimsby A & B Gas Engines | **Moody Lane, Grimsby, North East Lincolnshire, DN31 2SW** | **40 MW** |

**Notes**
**All CCGTs and Didcot and Cowes OCGTs are using TEC Register values, increased to reflect Gross output.**
**All other OCGTs are not on TEC Register.**
TEC Register | National Energy System Operator

**Key**
**CCGT = Combined Cycle Gas Turbine**
**OCGT = Open Cycle Gas Turbine**

| CATEGORY | SERVICE | PROCURED MW (at 07:00 on 22/9) | RESPONSE TIME (within) | DESCRIPTION |
|---|---|---|---|---|
| RESERVE | Balancing Reserve (+ve)<br><br>Balancing Reserve (-ve) | 600<br><br>0 | 10 mins | Headroom available to NESO to access additional MW for balancing the Grid, if required, under normal conditions.<br><br>Footroom available to NESO to reduce MW for balancing the Grid, if required, under normal conditions – not currently procured. |
| RESERVE | Quick Reserve (+ve)<br><br>Quick Reserve (-ve) | 304<br><br>300 | 1 min | Headroom available to NESO to access additional MW at very short notice for balancing the Grid, if required, in response to a frequency spike.<br><br>Footroom available to NESO to reduce MW at very short notice for balancing the Grid, if required, in response to a frequency spike. |
| RESERVE | Short Term Operating Reserve | 1698 | 20 mins | Headroom available to NESO to access additional MW to secure the largest loss on the system, e.g. interconnector / nuclear trip – resulting in a sharp drop in system frequency. |
| FREQUENCY RESPONSE | Dynamic Containment (Low)<br><br>Dynamic Containment (High) | 1307<br><br>1146 | 1 second | Super-fast delivery of additional energy onto the system in respect of a large frequency excursion, should it occur.<br><br>Super-fast reduction of energy output in response to a large frequency excursion, should it occur. |

| | | | | |
|---|---|---|---|---|
| FREQUENCY RESPONSE | Dynamic Moderation (Low)<br><br>Dynamic Moderation (High) | 400<br><br>410 | 1 second | Super-fast delivery of additional energy onto the system in respect of a moderate frequency excursion, should it occur.<br><br>Super-fast reduction of energy output in response to a moderate frequency excursion, should it occur. |
| FREQUENCY RESPONSE | Dynamic Regulation (Low)<br><br>Dynamic Regulation (High) | 480<br><br>500 | 10 seconds | Rapid delivery of additional energy onto the system in response to a minor frequency excursion, should it occur.<br><br>Rapid reduction of energy output in response to a minor frequency excursion, should it occur. |

# NATIONAL GRID

## Report of the National Grid Investigation into the Frequency Deviation and Automatic Demand Disconnection that occurred on the 27th May 2008

## Issued: February 2009

This report has been produced by National Grid to record the findings of an investigation into an event causing the operation of the National Low Frequency Demand Disconnection Relays and subsequent recovery of demand. The purpose of the report is to enable National Grid to identify (as far as possible) the cause or causes of the incident and any implications for the operation of the transmission system. The purpose of the report is not, however, to identify legal liability; therefore the data and information contained within it have not been compiled in accordance with rules of evidence and cannot be seen as determining either the Company's or an individual's legal liability.

All references in this document to "National Grid" refer to National Grid Electricity Transmission plc, the electricity transmission licence holder.

**PREFACE**

This document is based upon the report (the "E3C Task Group Report") provided to the Department of Energy and Climate Change ("DECC") by the Energy Emergency Executive Committee ("E3C") Task Group established to oversee an industry investigation into the electricity supply losses of 27th May 2008. The E3C Task Group was chaired by DECC with representatives from DECC, Ofgem, National Grid, each of the electricity distribution licence holders and the Association of Electricity Power Producers. A separate review of the E3C Task Group Report was commissioned by DECC from an industry expert from academia. The E3C Task Group provided independent scrutiny of the technical investigation into the events of 27th May 2008 undertaken by industry and led by National Grid. The overall purpose of the E3C Task Group was to ensure that, through cross industry participation, the loss of supply events on 27th May 2008 were fully investigated and the Secretary of State could be provided with appropriate information on the incident in accordance with the requirements of the Electricity, Safety Quality and Continuity Regulations ("ESQCR") 2002.

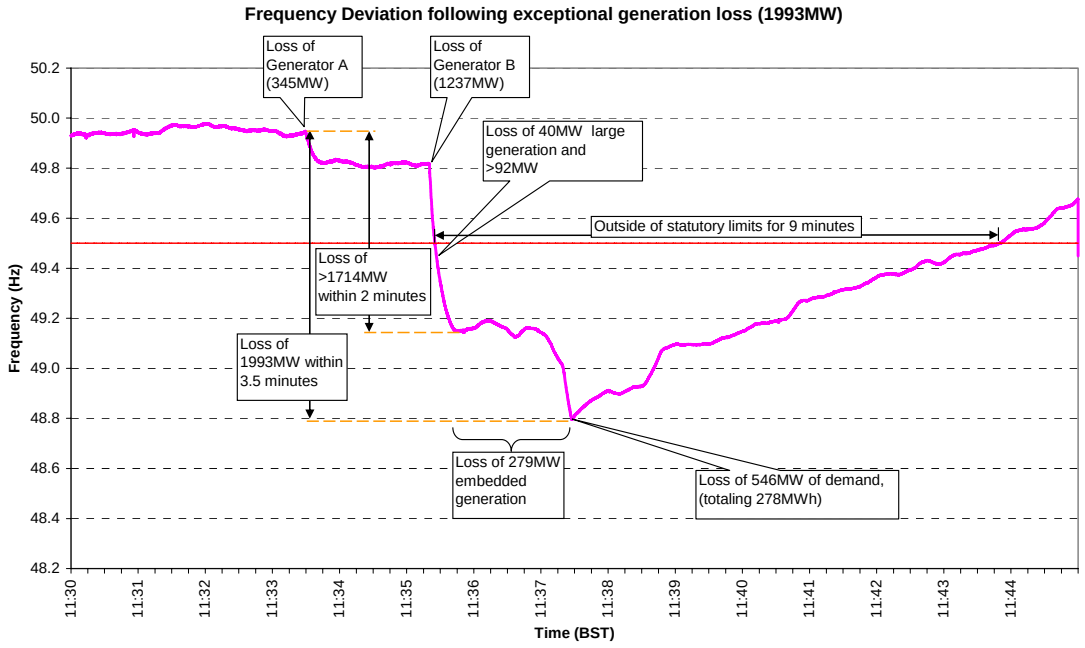
The E3C Task Group Report included confidential information obtained under or by virtue of the National Grid Electricity Transmission plc Transmission Licence and from commercially sensitive Ancillary Services Contracts. Whilst the Utilities Act 2000 prohibits the disclosure of such information subject to limited exceptions, National Grid's disclosure of such information to the E3C Task Group was to enable the Secretary of State to investigate the incident under ESQCR 2002 and so satisfied one of the relevant exceptions to the prohibition in the Utilities Act 2000. Given that no such relevant exception applies in relation to the publication of this report, where appropriate this report either makes business specific data anonymous or aggregates it so that the obligations on non disclosure of information under statutory, regulatory or contractual obligations are satisfied. The findings, conclusions and recommendations of the E3C Task Group Report did not contain any confidential information and are accordingly presented here in full. Some other minor changes have been made to improve the clarity of the report.

## 1 EXECUTIVE SUMMARY

Prior to the day of the 27th May 2008, the forecast demand and generation levels were recorded as being healthy and not at all unusual. The events that occurred throughout the day, both before and after the automatic disconnection of demand event, which are described in this report, make 27th May exceptional on two counts. Firstly, the loss of demand as a result of the operation of National Low Frequency Demand Disconnection scheme relays is exceptional in historical terms and secondly the total level of generation lost within such a short period is also unusual.

On the morning of 27th May, the near simultaneous loss of generation at Generator A and Generator B power stations occurring at 11:34 and 11:36 respectively, as well as unexpected associated losses immediately after Generator B of two Large generators and some embedded generation, totalling some 1714MW resulted in an initial drop in system frequency to 49.15Hz. The frequency oscillated around this level for about 1.5 minutes then fell to 49Hz when a further sharper drop to 48.795Hz occurred. Data received by the Distribution Network Operators indicates that the unexpected tripping of a further amount of embedded generation, estimated to be around 279MW, although it is possible that the full extent of embedded generation tripping could be greater than this, contributed to this last drop in frequency.[1]

These events resulted in system frequency being outside of National Grid's operational criteria and statutory limits for 11 and 9 minutes respectively.




Given the drop in frequency, and in order to prevent wide scale losses of supply, a number of automatic low frequency relays (part of the National Low Frequency Demand Disconnection Scheme) operated successfully at 48.8Hz to arrest the fall and in doing so disconnected some 546MW of demand (estimated as some 550,000 consumers). Following this National Grid, in conjunction with the market, were able to recover the system frequency and instructed all affected DNOs to restore the automatically disconnected demand within a range of 20 to 40 minutes, although given the actions needed by some DNOs some consumers were off supply for up to 63 minutes.

[1] The data available to the DNOs from embedded generation is considered incomplete and variable in quality. The assessment of embedded generation losses is discussed in Section 4.3.

The total amount of generation loss was around 1993MW within 3.5 minutes compared to the maximum secured credible generation loss on the day of 1260MW. The exceptional loss of this amount of generation, together with the pattern of significant other within day plant losses led to a tight supply margin position throughout the afternoon which required the issue of system warnings by National Grid under the Grid Code, namely notices for both High Risk of Demand Reduction (HRDR) and Demand Control Imminent (DCI).

In order to achieve the necessary generation/demand balance a number of DNOs were instructed to apply demand control throughout the afternoon and over the evening peak, as a result of which normal operating margins were re-established by early evening. System conditions for the remainder of the week were normal.

This report seeks to give a summary of the events of the day and the performance of the Transmission system, Generation and the Distribution Networks.

The key findings of this report are:

- The exceptional loss of some 1714MW in 2 minutes, which is a rare random event, led to the operation of National Low Frequency Demand Disconnection scheme at 48.8Hz, shedding 546MW of demand, totalling 278MWh.
- Simulation has shown that the loss of Generator A and Generator B, excluding the other related losses, are sufficient in themselves to cause the frequency to fall below 48.8Hz and therefore initiate the National Low Frequency Demand Disconnection scheme. Although the loss of embedded generation in this instance did not initiate low frequency demand disconnection, in slightly different circumstances it may do so.
- A significant temporary and unexpected response to the fall in frequency from some generation helped temporarily limit the initial fall in frequency following the Generator B loss.
- The unexpected loss of a significant amount of small embedded generation resulted in a total loss of some 1993MW in 3.5 minutes. This indicates that there is a significant amount of small embedded generation that may not remain connected to the system down to 47Hz, and therefore may contribute adversely to low frequency events.
- The Low Frequency Demand Disconnection Scheme protected the overall system from the exceptional generation loss as designed and prevented a wide scale shutdown.
- The levels of generation losses within day were significantly greater than the 1 day in 365 Loss of Load Expectation level, and would only be expected once every 4 to 5 years.
- Demand Control was applied as would be expected given the level of generation losses to restore frequency response to resecure the system and subsequently meet peak demand later in the day.
- Generation subject to the Grid Code and Ancillary Services Contracts met the overall requirements of frequency response and Short Term Operating Reserve.
- The actions taken by National Grid and the DNOs were appropriate and minimised the disruption to consumers.
- In overall terms transmission connected generation, the LFDD scheme, and Demand Control performed as expected and any individual under performance is not considered material in the effective operation of the system. Actions have been taken bilaterally with specific generators and other actions to address specific issues will be progressed via the existing governance route of the Grid Code Review Panel.

The key recommendation from this report is that the Grid Code Review Panel, in conjunction with the Distribution Code Review Panel and the Association of Electricity Producers, considers the need for a clear and explicit frequency range requirement on small embedded generation plant and that the two codes aligned as far as reasonably practicable.

**Index**

Preface ..... 2
1 Executive Summary ..... 3
2 Introduction ..... 6
3 27th May Sequence of Events ..... 7
3.1 Background ..... 7
3.2 Operating Margins and Generation Availability ..... 7
3.3 Regulating and Short Term Operating Reserve ..... 8
3.4 Generation Loss Incidents ..... 10
3.5 Automatic Demand Disconnection and Frequency Recovery ..... 11
3.6 Recovery of Frequency and Demand Disconnection ..... 11
3.7 Recovery to Normal Operating Conditions ..... 12
4 System Performance on 27th May ..... 14
4.1 Performance of Reserve and Frequency Response Holding ..... 14
4.2 Performance of Transmission Contracted Generation Plant ..... 14
4.2.1 Response Holding and Frequency Sensitive Mode Generation ..... 14
4.2.2 Generation in Limited Frequency Sensitive Mode ..... 15
4.3 Performance of Embedded Generation Plant ..... 17
4.4 Additional Considerations ..... 19
4.4.1 Increase in Generation Auxiliary Unit Load ..... 19
4.4.2 Tap Changing on Super Grid Transformers ..... 19
4.4.3 Reduction in Wind Farm Output due to change in Wind Speed ..... 19
4.4.4 Generation Under Performance against Grid Code Connection Condition 6.3.3 ..... 19
4.5 Performance of National Low Frequency Demand Disconnection Scheme and Associated Low Frequency Relays ..... 20
4.6 Performance of Demand Control by Voltage Reduction ..... 22
4.7 System Operational Margins and Frequency Excursion ..... 23
4.8 Communications with Market, Generators and Distribution Network Operators ..... 25
5 Simulation of Generation Losses and Automatic Low Frequency Demand Disconnection ..... 26
6 Conclusions ..... 28
6.1 Root Cause ..... 28
6.2 Embedded Generation Losses ..... 28
6.3 Frequency of Exceptional Losses ..... 28
6.4 Securing against Exceptional Losses ..... 28
6.5 Holding Frequency Response and Reserve to Secure this Loss ..... 28
6.6 Operation of the System ..... 29
7 Recommendations ..... 30
Appendices ..... 31
1 Appendix 1 - Industry Frameworks Relevant to the Events of 27th May 2008 ..... 32
1.1 National Grid's Role as GB System Operator (GBSO): Frequency Control and System Operating Margin ..... 32
1.1.1 GB System Operator (GBSO) ..... 32
1.1.2 Frequency Control Requirements ..... 32
1.1.3 System Operating Margin ..... 33
1.2 Roles of Generators and Distribution Network Operators ..... 34
1.2.1 Generators ..... 34
1.2.2 Distribution Network Operators ..... 34
2 Appendix 2 - Grid Code Low Frequency Demand Disconnection (LFDD) Scheme ..... 35
3 Appendix 3 - DNO Questionnaire ..... 36
4 Appendix 4 - Hyperlink references used in this report ..... 37

## 2 INTRODUCTION

On the 27th May 2008 an exceptional loss of some 1582MW of generation within two minutes (11:34 and 11:36) for unrelated reasons, as well as the immediate loss of 40MW of large generation and some 92MW of embedded generation, totalling 1714MW, resulted in a major system frequency disturbance. The immediate effect of this loss was to take the system out of normal operating conditions. This, together with a subsequent further loss of some 279MW of embedded generation eventually led to the operation of automatic low frequency relays to preserve the integrity of the wider electricity system. As a consequence 546MW of demand was automatically disconnected at approximately 11:38.

This exceptional total generation loss of some 1993MW within 3.5 minutes, coupled with the pattern of other within day losses led to a shortage of generation, the use of system warnings by National Grid under the Grid Code and the application of demand control across up to nine DNOs' regions at any one time.

This report provides a summary of events and conclusions based on available information as of 3rd October 2008. National Grid will continue to work with the industry concerning lessons to be learnt for the future. Further work will be taken forward through the Grid Code Review Panel (GCRP).

# 3 27TH MAY SEQUENCE OF EVENTS

## 3.1 Background

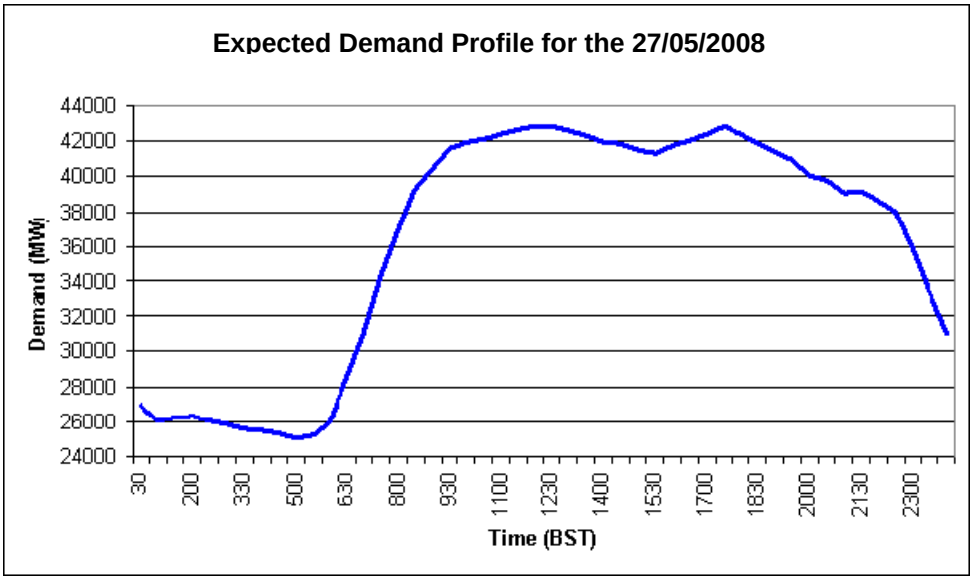
This report deals predominantly with the events close to real time as this is the time frame relevant to the events of 27th May 2008. National Grid undertakes a wide range of planning and analysis of system security at longer lead times and provides a range of information to the market through established mechanisms (e.g. Generation Margin reports and the Winter and Summer Outlook reports).

Within shorter term timescales, the Electricity National Control Centre (ENCC) from approximately 11:00 at the day-ahead stage, based on initial submissions from Generators, monitors and takes appropriate action to ensure that the operating conditions for the following day are within the required operating standards.

Figure 1 below summarises the shape of the demand curve for Tuesday 27th May. The forecast Peak demand was 43GW, at 17:00, with the lunchtime peak being slightly lower at 42.2GW at approximately 12:15. Planned operating conditions, based on information received from suppliers and generators, together with the anticipated configuration of the Transmission system were within normal operating parameters in the period leading to the event.

There were few active Transmission constraints that would significantly impact generation operation. The primary exception being the capability on that day across the Scotland-England border which would limit the maximum export to England to 1000MW due to planned outage works. However, forecast flows were within acceptable limits.

**FIGURE 1**




## 3.2 Operating Margins and Generation Availability

Figure 2 summarises the generation plant available to meet the peak lunchtime demand from the day ahead to 4 hours ahead of real time, when the requirement for the "contingency reserve" margin is reduced to zero. From 4 hours ahead of real time, the generation/demand uncertainty is managed by utilising short term operating reserve, regulating reserve and/or frequency response reserve, described in detail in Appendix 1.

Generation plant known to be available to synchronise and achieve full output by the lunchtime peak demand is also indicated in Figure 2. It should be noted that National Grid might be required to intervene to retain this capability to synchronise within the required timescales. Figure 2 also indicates the required "contingency reserve" margin at the identified times.

**FIGURE 2**

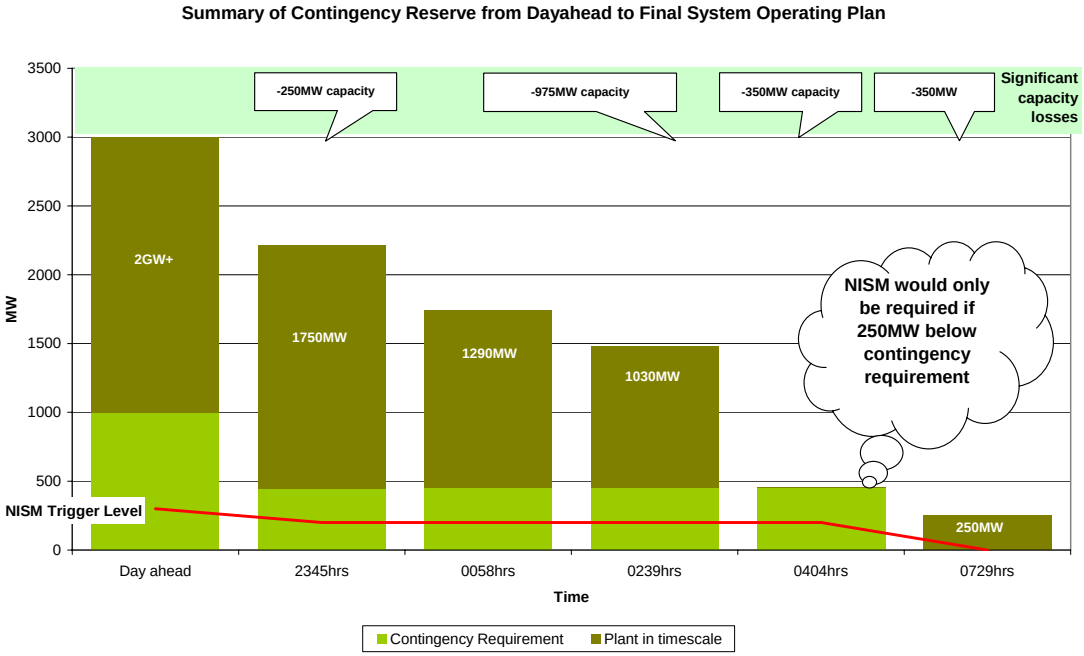



Figure 3 summarises the main changes in from day ahead to four hours ahead of real time to the Contingency Reserve Requirement for the morning demand peak System Operating Plan.

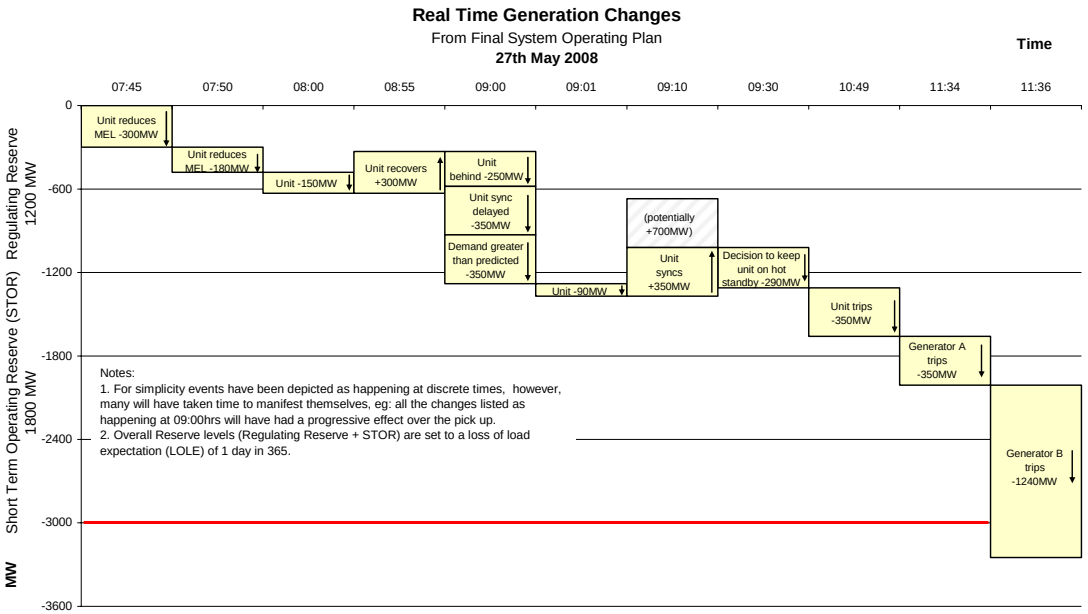
- The loss of capacity of 250MW was balanced by planning to arm the intertrip on a second Scottish unit, increasing the transfer from Scotland by 250MW to 1000MW
- The withdrawal of the Physical Notification's (i.e.: notification of generation profile) of 975MW of capacity from two units at 01:35 resulted in two alternative units being planned to run in their place. The machines were still available and as such became contingency sets. As the contingency requirement could be met by another unit, these machines were removed from the contingency list when their Notice to Deviate from Zero (NDZ) precluded their ordering
- The loss of 350MW of capacity resulted in an additional unit being planned to run
- The failure of 350MW to synchronise necessitated an additional machine being planned to run.

## 3.3 Regulating and Short Term Operating Reserve

Throughout the morning, ENCC had instructed the appropriate levels of Frequency response to ensure compliance with required standards and secure the system to the largest single loss, which on that day was 1260MW.

During the morning further generation losses eroded the Regulating Reserve and Short Term Operating Reserve was utilised to maintain Frequency Response capability. The levels of Regulating Reserve and Short Term Operating Reserve are set to allow no more than a 1 day in 365 Loss of Load Expectation as described in Appendix 1 Section 1.1.3. Figure 3 shows the use of reserve and that until the time of the Generator A trip sufficient reserve was available to replace the energy for the largest single loss on the day.

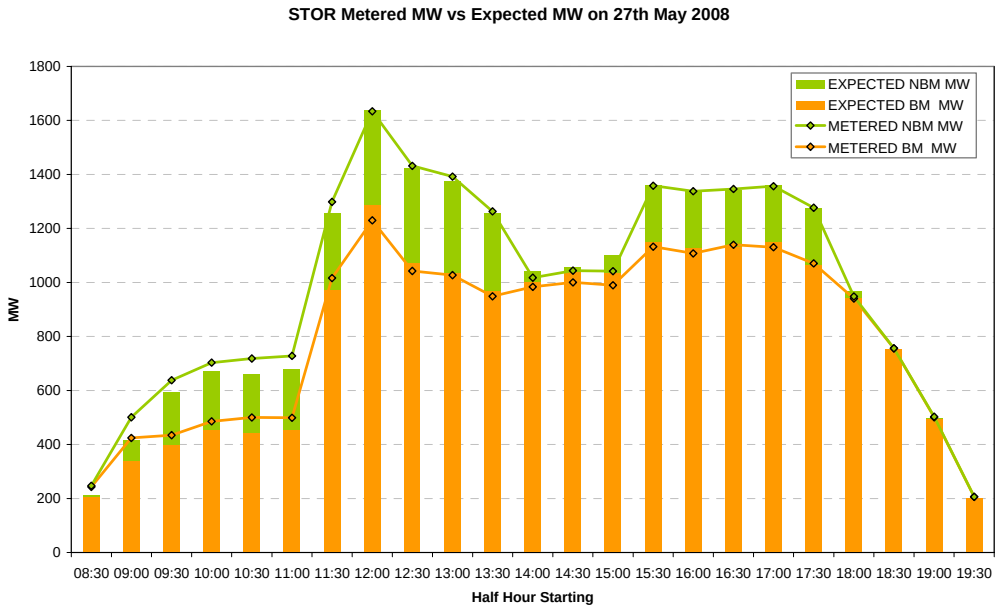
**FIGURE 3**




One machine was kept on standby as it would have only reached it's Stable Export Limit in the time for the lunch time peak. Short Term Operating Reserve was utilised during the morning losses (and subsequently) ensuring that Frequency Response was maintained.

Figure 4 below shows the expected STOR delivery from Balancing Mechanism and non BM units (calculated from the unit's tendered capacity and appropriate instruction times on the day) as compared to the STOR delivery that was actually metered (taken from the half hourly settlement data for STOR). The graph is measured on total MW for each half hour settlement period to provide an overview. The performance of STOR is discussed in Section 4.1.2

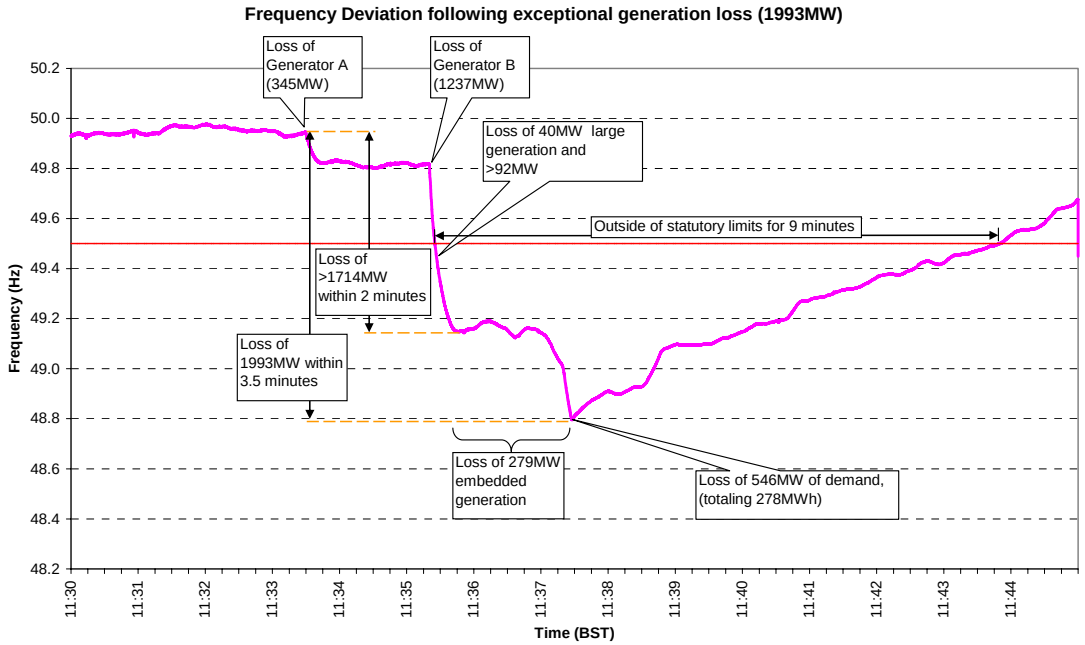
**FIGURE 4**



### 3.4 Generation Loss Incidents [2]

Figure 5 shows three system frequency deviations. The first was caused by the loss of Generator A (345MW). The initial and major part of the second deviation was caused by the loss of Generator B (1237MW) giving a combined loss of 1582MW. However, as the falling frequency reached 49.5Hz, two Large generators each with an output of 20MW and at least 92MW of embedded generation were unexpectedly lost giving a combined total loss of at least 1714MW within 2 minutes. The third frequency deviation down to 48.795Hz was contributed to by the unexpected loss of a further amount of embedded generation of around 279MW that occurred within 1.5 minutes of the loss of Generator B. The overall total generation loss was around 1993MW within 3.5 minutes.

**FIGURE 5**




The first loss (Generator A, 345MW generation at 11:34) resulted in the frequency falling by about 0.127Hz. National Grid's operational policy would require for a loss of this magnitude that the frequency deviation is <0.5Hz.

The second loss of at least 1369MW (Generator B, 1237MW and associated embedded generation losses of around 132MW at 11:36) resulted in the frequency initially transiently falling by a further 0.67Hz to 49.15Hz.

The above losses occurred in very close proximity such as to make them, in effect, a "single" event totalling at least 1714MW. This significantly exceeds the maximum secured loss which on this day was 1260MW. It should be noted that two minutes is not a sufficient time to recover frequency response capability on frequency sensitive generation plant.

Given the size of the actual loss of at least 1714MW compared to the maximum secured loss of 1260MW, the initial frequency fall would be expected to fall below 49.15Hz. However, additional unexpected short duration frequency support was provided by some generation units operating in Limited Frequency Sensitive Mode. This is discussed in detail in Section 4.2.2.

[2] The data available to the DNOs from embedded generation is considered incomplete and variable in quality. The assessment of embedded generation losses is discussed in Section 4.3.

For about 1.5 minutes after the frequency dropped to 49.15Hz, the frequency continued to oscillate around a downward trend then quickly fell to 49Hz when a further distinct sharper drop to 48.795Hz occurred. This last drop is contributed to by the loss of a further amount of embedded generation which was at least 115MW. This is discussed in detail in Section 4.3. The fall of frequency to 48.795Hz initiated the operation of the National Low Frequency Demand Disconnection Scheme.

### 3.5 Automatic Demand Disconnection and Frequency Recovery

The collapse of frequency was successfully arrested by the operation of the first stage of automatic low frequency demand tripping relays. Operation of the relays, support from fast responding generation that had been instructed following the loss of Generator A and Generator B, support from automatically started Open Cycle Gas Turbine generation and some demand control relief resulted in the frequency recovering towards 50Hz. The frequency returned within Statutory limits within 9 minutes and operational limits within 11 minutes.

The Grid Code CC.A.5.5.1(a) stipulates that the first tranche of approximately 5% of demand at each DNO within England and Wales should trip automatically by low frequency relays set at 48.8Hz. With the national demand observed on the day, information from the DNOs confirmed that some 2266MW of demand, approximately 6.3%, should have been expected to trip when the frequency fell to 48.8Hz.

Information obtained from the DNOs confirms only some 546MW of demand as having been automatically disconnected. Whilst this is good in terms of minimising supply disruption, clearly some relays did not operate as expected. The effectiveness of the operation of low frequency relays is discussed in Section 4.5.

### 3.6 Recovery of Frequency and Demand Disconnection

Within 2 minutes of the operation of the automatic low frequency relays, the ENCC control engineers had instructed a first stage ~5% of manual demand control across 9 DNOs areas. Demand control under Grid Code OC6.5.3(b) should typically be delivered within 5-10 minutes of instruction by National Grid. DNOs have indicated that generally the first ~10% of instructed demand reduction would normally be achieved by voltage reduction.

The DNOs instructed under the Grid Code to provide one stage (5%, ~1200MW) of demand reduction were:

- CE Electric (YEDL)
- Western Power Distribution (South Wales)
- Western Power Distribution (South West)
- Scottish & Southern (South)
- EDF Energy (East, London & South)
- EON - Central Networks (East)
- EON - Central Networks (West)

The demand reduction actually delivered appears to be significantly below the 1200MW expected. The effectiveness of demand reduction is discussed in Section 4.6.

The DNOs initially selected were in the southern part of the network and therefore their demand relief would assist with the balancing of the Transmission network following the loss of Generator B (which is located in the South) The Scottish DNOs were not instructed to provide demand relief as all available generation was committed in Scotland and there was no further capacity available on the circuits across the Scottish borders to carry the increased transfers that would result from a reduction in Scottish demand.

Following any major generation loss, the priority for the control engineers is to re-establish the capability of synchronised generation to provide frequency response capability to protect the wider GB system from the impact of any further demand or generation perturbations. On the 27th May, frequency response holding to re-secure to the next largest loss on the system was restored within 15 minutes of the exceptional generation loss.

Within 40 minutes of the operation of the automatic low frequency relays, instructions were given to all affected DNOs to restore automatically disconnected demand. Demand Control remained in place during the recovery to normal operating conditions.

## 3.7 Recovery to Normal Operating Conditions

**FIGURE 6**

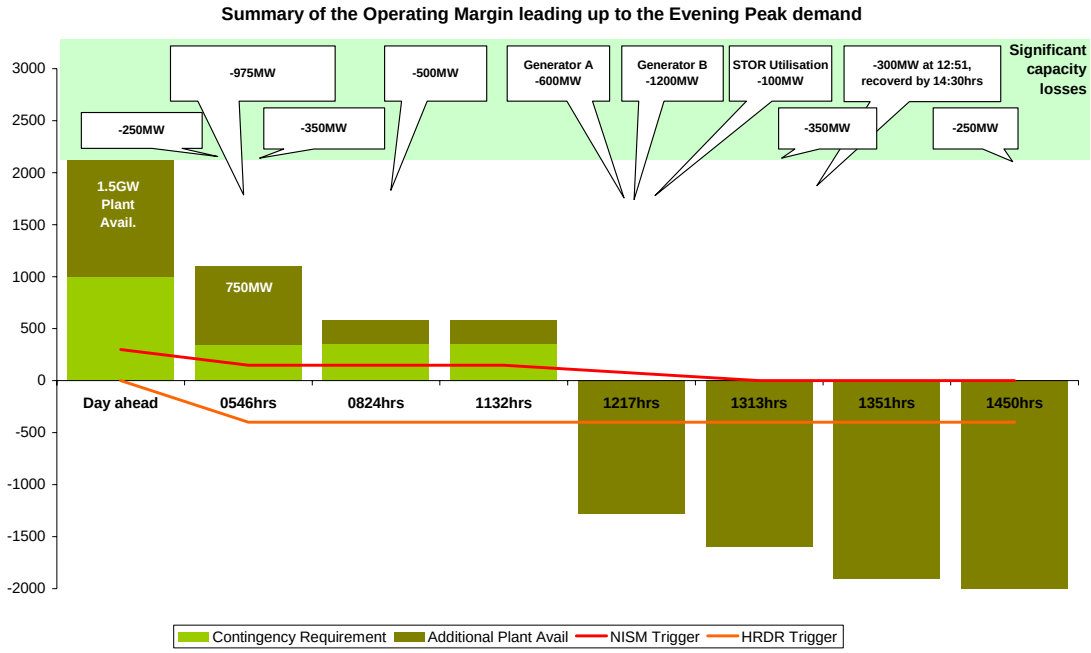



Figure 6 summarises the operating margins outlook for the evening demand peak up to and following the 1993MW generation loss shown in Figure 5. The resultant impact on operating margins triggered the requirement for a High Risk of Demand Reduction (HRDR) warning to be issued to the market, although demand control had already been instructed.

The HRDR was issued at 12:30, once the immediate restoration activities were complete and the short to medium term operational impact of the exceptional loss had been assessed.

In response to the substantial loss of generation, a number of actions were initiated by the ENCC to procure additional generation in order to quickly restore normal operating conditions for the remainder of the day.

All generators that would be able to assist with the recovery and the evening peak demand were instructed to generate.

Early in the afternoon, the ENCC requested the return of the Cellarhead-Drakelow 1 and the Feckenham-Hams Hall circuits which were out of service for routine maintenance. Neither circuit was actively constraining generation, however, given the uncertainty of the plant position for the rest of the day, the return of these circuits would maximise operational flexibility.

As the demand fell during the afternoon and more generation came on line, the level of demand control was reduced by instructing DNOs to restore demand. Demand control was distributed across the DNOs, and where possible DNOs were stood down. In addition ENCC sought to limit the time that demand control was applied to any one DNO. By the evening, changed generation patterns meant that location was no longer critical, hence demand control could be applied to NEDL and United Utilities. The timing of these instructions is summarised in Table 1 below.

**TABLE 1**

**Summary of Instructed Distribution Network Operator Demand Reduction**

| Distribution Network Operator | Instructed Demand Reduction | Demand Reduction ceased |
|---|---|---|
| YEDL | 11:40 | 13:49 |
| Central Networks-E | 11:41 | 15:26 |
| WPD-Wales | 11:42 | 17:54 |
| WPD-Western | 11:42 | 17:54 |
| SSE (south) | 11:42 | 14:45 |
| Central Networks-W | 11:42 | 15:26 |
| EDF-E | 11:43 | 15:37 |
| EDF-L | 11:44 | 15:08 |
| EDF-S | 11:46 | 14:43 |
| United Utilities | 16:21 | 18:06 |
| NEDL | 16:48 | 18:07 |

Demand Control was in force from 11:40 to 18:05 and High Risk of Demand Reduction Warning in force from 12:30 to 19:00.

Across the early evening peak (at 18:00) demand control was only in force across 4 DNOs. All demand control was lifted by 18:07.

# 4 SYSTEM PERFORMANCE ON 27TH MAY

## 4.1 Performance of Reserve and Frequency Response Holding

Figure 2 shows the minimum contingency reserve requirements were met at all times during the period leading up to the loss of Generator A, Generator B and other associated losses. The levels of generation available remained above that which would trigger National Grid to issue a Notification of Inadequate System Margin (NISM).

Figures 3 and 4 show that during the lead in to the loss of Generator A and Generator B, Regulating Reserve and STOR were utilised to maintain Frequency Response. The instantaneous losses of generation during the morning up to the Generator B loss were kept within the operating range of 49.8Hz and 50.2Hz demonstrating appropriate management of the Frequency Response holding. Section 4.2.1 explains the performance of the Frequency Response holding during the Generator A and Generator B trips.

## 4.2 Performance of Transmission Contracted Generation Plant

This section reports on the performance of Transmission connected and Large generation plant operating in both Frequency Sensitive Mode (FSM) and Limited Frequency Sensitive Mode (LFSM) during the incident as well as low frequency triggered Open Cycle Gas Turbine plant.

### 4.2.1 Response Holding and Frequency Sensitive Mode Generation

The largest secured loss on the day was taken as 1260MW. To secure for this loss and return the Frequency above 49.5Hz within 60 seconds a response holding of 911MW was required (the balance of response to cover the 1260MW is provided by the natural reduction in demand that occurs when there is a drop in system frequency). This figure includes a 15% margin for items such as generator under-performance etc. The 911MW included a minimum dynamic requirement from generation of 450MW with the remaining being held on services initiated by frequency settings. Table 2 shows the breakdown of the response holding and performance delivery taken one minute after the Generator B trip.

**TABLE 2**

| Service | Held (MW) | Delivered (MW) |
|---|---|---|
| | | |
| Demand Management | 274 | 274 |
| Frequency Control by Demand Management | 35 | 9 |
| Interconnector | 75 | 60 |
| Pumped Storage on LF Relay | 90 | 90 |
| Dynamic – Pumped Storage | 170 | 172 |
| Dynamic – Generation (FSM) | 280 | 282 |
| | | |
| Total | 924 | 887 |

At the time of the Generator A and Generator B trips 924MW of response was being held against a requirement of 911MW. Various shortfalls occurred from certain providers however and 887MW was delivered. This is within the expected range and above the actual requirement of 792MW before the 15% margin was applied to take the required holding to 911MW.

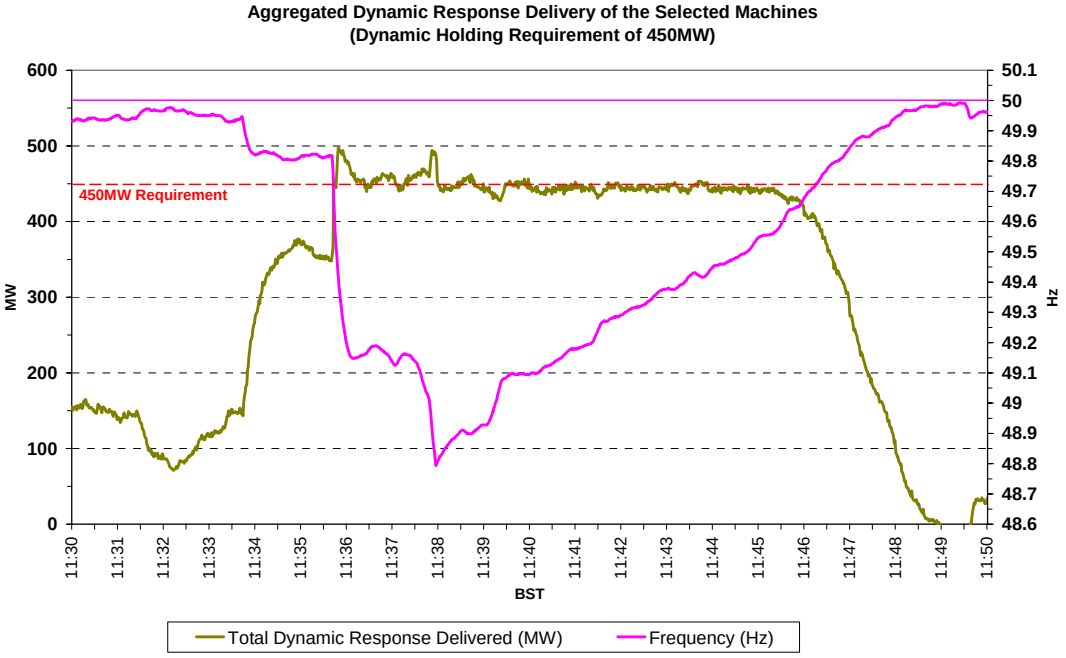
The dynamic holding of generation in Frequency Sensitive Mode was achieved by instructing 8 units, with one unit on Firm Frequency Response (a part loaded generator that responds very dynamically to changes in frequency). Although the

overall requirement was met there was a shortfall of 60MW from three units. This shortfall was due to one unit not being selected to response at the Power Station, and minor shortfalls on two units which did not sustain the required output after the initial delivery.

Under the terms of the Ancillary Services Contracts corrective actions have been taken or are under way with the providers that did not meet the contracted requirements.

Overall, the delivery of dynamic response was in line with expectation as shown in Figure 7, which only includes those generators instructed to operate in FSM.

**FIGURE 7**



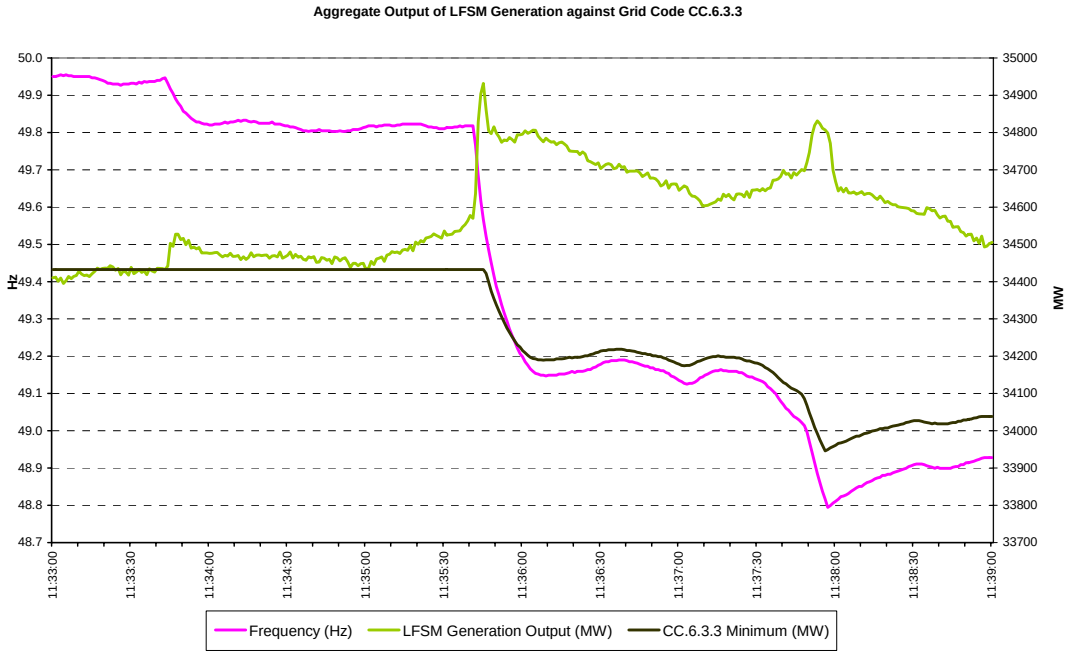

In addition to the above a unit provided 28MW of Frequency Sensitive Mode response although it had not been instructed to provide this service.

Figure 7 also shows that following the initial Generator A trip some 210MW of dynamic response had been used and had held the frequency above the lower operational limit of 49.8Hz without the use of services triggered by frequency relays. There was insufficient time to restore the dynamic response holding before the Generator B trip, although 320MW of replacement generation had been ordered to facilitate this.

### 4.2.2 Generation in Limited Frequency Sensitive Mode

For the large number of generating units operating in LFSM, the assessment of their MW output performance against Grid Code Connection Condition 6.3.3 shows that some units operated in line with expectation and some units exceeded CC.6.3.3 requirement during the critical large frequency fall period. The plant that exceeded CC.6.3.3 requirement effectively delivered significant unexpected temporary response to the system that temporarily helped limit the extent of the initial frequency fall after Generator B's loss. The unexpected beneficial response delivered is shown in Figure 8.

**FIGURE 8**




During the frequency recovery period after automatic demand disconnection, certain plant, especially those with large thermal inertia such as fossil fuel and nuclear power stations, showed a temporary MW output reduction before settling to the pre-disturbance level. This behaviour is expected and is caused by the rapid release of stored energy from the plant during the frequency fall period that is inevitably followed by a temporary MW output back swing during the frequency recovery period. This phenomenon is considered as a reasonable tolerance of 'load following' during large frequency disturbances.

Three generators were dispatched immediately following the 345MW Generator A trip, totalling 320MW. However one unit (120MW), was unable to synchronise to the system until after the frequency had recovered to above 49Hz due to a governor setting. The setting has subsequently been corrected.

A number of Open Cycle Gas Turbines are contracted to start at specified frequencies (49.5Hz and 49.6Hz) and should have reached full MW output (567MW) in 5 minutes i.e. at approximately 11:41 or around 5 minutes after the loss of Generator B and after frequency was recovering. Analysis shows that there was a cumulative shortfall in output of 115MW. This is within the normally expected range for OCGTs starting automatically.

There was a further shortfall of 39MW, of STOR, bringing the total shortfall to 154MW, however other STOR units over performed by a total 150MW against the contracted levels off-setting the shortfall and providing a net shortfall of 4MW.

The OCGT units which underperformed have had performance tests carried out (National Grid's contractual right under the STOR service) where they were issued start instructions and had to generate within their tendered parameters. Two units failed their first performance test, but passed on subsequent tests and all units were tested to their tendered capacity and response times.

Two Large generators in Scotland tripped during the incident with a total loss of 40MW generation (20MW each). The tripping occurred when the frequency reached 49.5Hz i.e. almost immediately after the loss of Generator B. The owners of these sites have been informed. The low frequency setting at one has now been corrected to comply with the Grid Code while the owner of the other had applied for a derogation from the Grid Code due to the generator design and the date of installation.

There was also a loss of 15 MW from another generator. This occurred at 11:38 when the generator rapidly deloaded without disconnecting from the system. The generator restored its output immediately after frequency recovery. The owner has been informed and a solution is being sought to prevent a recurrence and ensure Grid Code compliance.

The frequency response provided by automatic demand management services and an interconnector delivered in line with expectation as described in Section 4.2.1.

### 4.3 Performance of Embedded Generation Plant

Under the auspices of the GB Grid Code Review Panel, a reporting procedure was established in 1997 where the DNOs are required to provide National Grid with information on embedded generation that may have tripped in the event of a significant incident on the GB Transmission system including generation trips causing large frequency deviations.

Initial information provided by the DNOs at the time of the incident indicated that some 247MW of embedded generation plant tripped. The embedded generation loss is shown in column (1) of Table 3.

The questionnaire sent to the DNOs on the 10th of June 2008 sought information on the amount of MW tripped, time of trip and reason for trip. In addition, information on small scale embedded generation loss was sought. The MW loss data received is shown in column (2) of Table 3 and shows a new reduced figure of total loss of about 196MW. However, doubts on the quality of the data received as well as lack of sufficient information on the time and reasons of trip remained. National Grid believed that the available information was incomplete and did not provide sufficient information on the contribution of embedded generation loss to the events of 27th May leading to automatic demand disconnection.

National Grid raised this concern at the E3C Task Group meeting on 27th August 2008. Agreement was reached for National Grid to send a new request to DNOs to seek further assistance.

Table 3 Columns (3) to (6) has been compiled from data that DNOs have managed to collect from embedded generators. DNOs do not have telemetry fitted at most embedded generator installations, and so the data is incomplete (i.e. generation losses might be somewhat more than is reported here). The quality of the data is also variable in respect of exact tripping times and the cause of the tripping. This table is considered a reasonable assessment of the data made available to the DNOs and is adequate for the purposes of this report.

The new set of data received suggests that the total embedded generation loss was about 371 MW as shown in column (3) (this appropriately excludes trips that were reported to occur after the time of automatic demand disconnection). Therefore, this is the total reported amount of embedded generation tripped in the period between the loss of Generator B and the automatic low frequency demand disconnection.

**TABLE 3**

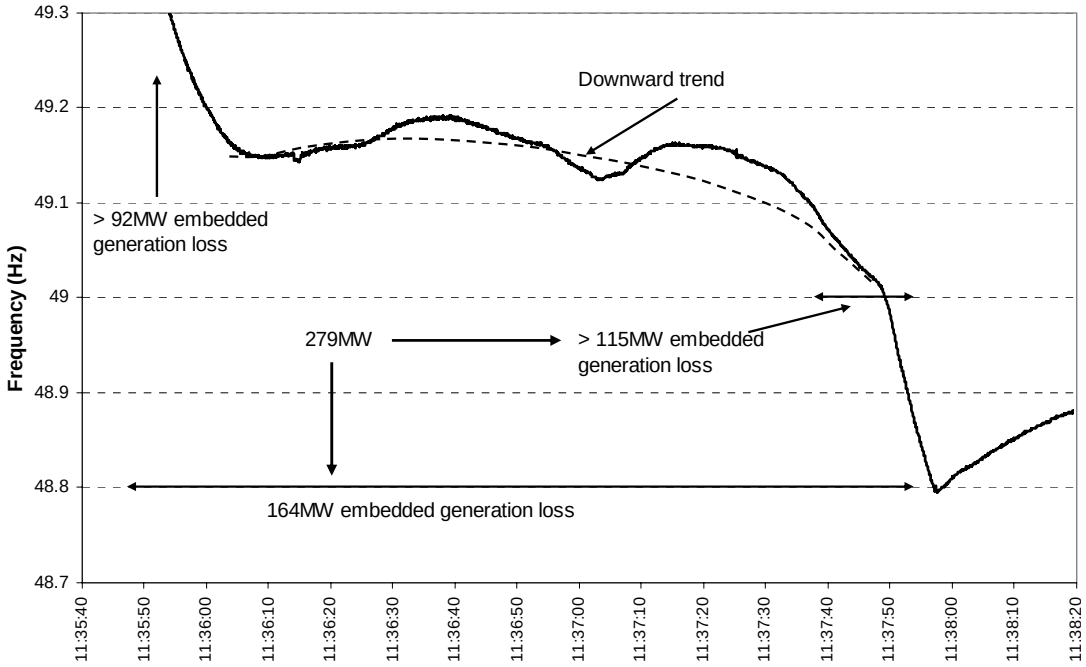
**Summary of Embedded Generation Loss Data Received from Distribution Network Operators**

| | | | Returns from DNOs following E3C meeting | | | |
|---|---|---|---|---|---|---|
| | Notified loss under Grid Code ROCOF reporting at time of incident (MW) | Returns in response to incident investigation questionnaire (MW) | Reported loss from time of Generator B trip to time of automatic demand disconnection (MW)) | Reported loss around the time of Generator B trip, at 49.5Hz or by ROCOF relays (MW) | Reported loss around the time of third frequency excursion or tripping around 49.0Hz (MW) | Reported loss based on 1/2 hourly energy data, no other data available (MW) |
| | (1) | (2) | (3) | (4) | (5) | (6) |
| Total | 247.16 | 195.56 | 371.2 | 91.9 | 115.3 | 164 |

Column (4) data indicates that nearly 92MW tripped at 49.5Hz and column (5) data indicates that 115MW tripped at around 49Hz. Column (6) indicates that a further 164MW tripped but no data was available on time of or reason for these trips. This is low quality data obtained by the DNOs from half-hourly energy metered data. In the absence of specific information provided to DNOs from generators, and as per the data shown in columns (4) and (5), National Grid's judgement is that the 164MW loss is likely to have tripped at similar times and by similar mechanisms.

Given the overall data provided and that available to the DNOs, it is likely that at least 92MW tripped as the frequency was falling immediately after the loss of Generator B. It is likely that the remaining 279MW tripped just after the loss of Generator B and before the operation of automatic demand disconnection, of which at least 115MW tripped at around 49Hz. The loss of embedded generation at 49Hz would have increased the rate of fall of frequency as evidenced in Figure 9.

**FIGURE 9**




From the data provided by the DNOs it appears that there may be a significant amount of small embedded generation that have frequency settings that allow tripping at frequencies above 47Hz. If these small embedded generators do not remain connected to the system down to 47Hz at the time of a national generation shortfall they will contribute adversely to low frequency events and may increase the amount of automatic demand disconnection.

The DNOs data derived from half-hourly energy metered data may be erroneous and lower than it should be if, for example, some disconnected generation did re-establish its MW output within the half-hour period. More accurate data on the amount and timing of generation trips can only be obtained by the DNOs from the generation plant owners and the plant's protective relay logs. However, the DNOs advise this is not generally available.

### 4.4 Additional Considerations

Several further areas were considered that may have contributed to the third fall in frequency:

#### 4.4.1 Increase in Generation Auxiliary Unit Load

From the metering available Station Load (Power Station Auxiliary demand taken from the transmission system) did not increase during the low frequency period and is not considered a contributory factor.

#### 4.4.2 Tap Changing on Super Grid Transformers

During the critical period of the third fall in frequency a total of 26 taps were recorded on Super Grid Transformers across 16 sites, giving an increase in demand of approximately 24 MW at around 11:37. Tap-changers have a time delay of typically three minutes to avoid unnecessary operation during transient changes in voltage. This is not considered significant given the other changes in generation at the time and the size of the losses.

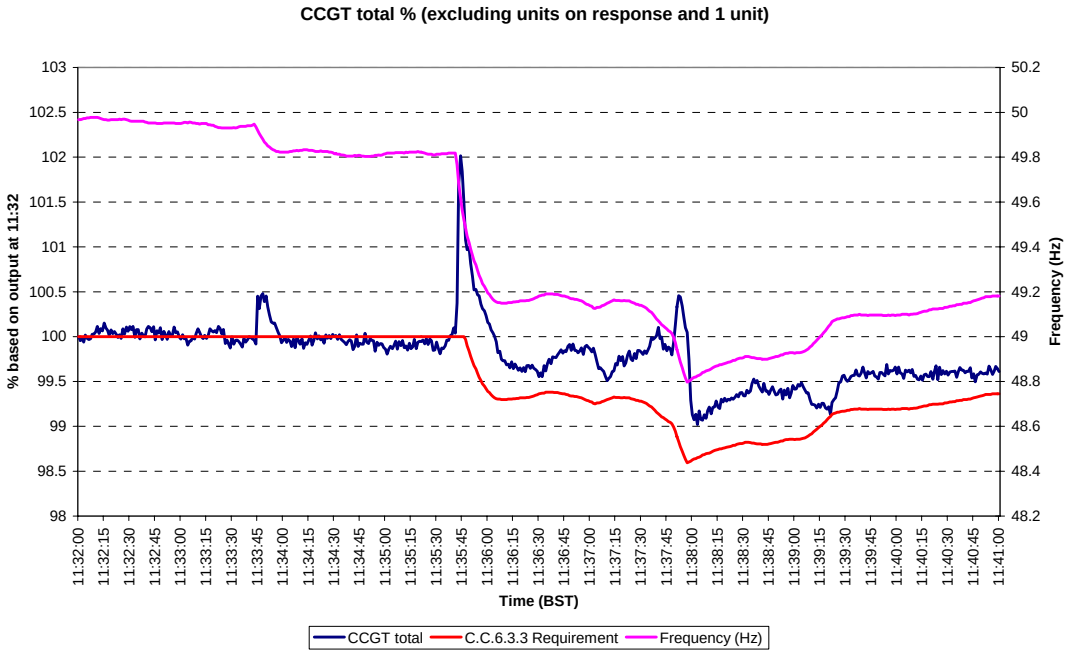
#### 4.4.3 Reduction in Wind Farm Output due to change in Wind Speed

The wind speed data from generators that provide this information to National Grid was inspected to check if there was a significant contribution to fall in output due to wind speed. Over the critical 1.5 minute period there were small changes in output that are consistent with the normally expected variation.

#### 4.4.4 Generation Under Performance against Grid Code Connection Condition 6.3.3

The following graph shows the performance of CCGT generators where second by second data is available. Generators in Limited Frequency Sensitive Mode did not contribute to the third fall in frequency. As can be seen in Figures 8 and 10 there was considerable over performance in LFSM which temporarily delayed the fall in frequency as described in Section 4.2.2.

**FIGURE 10**



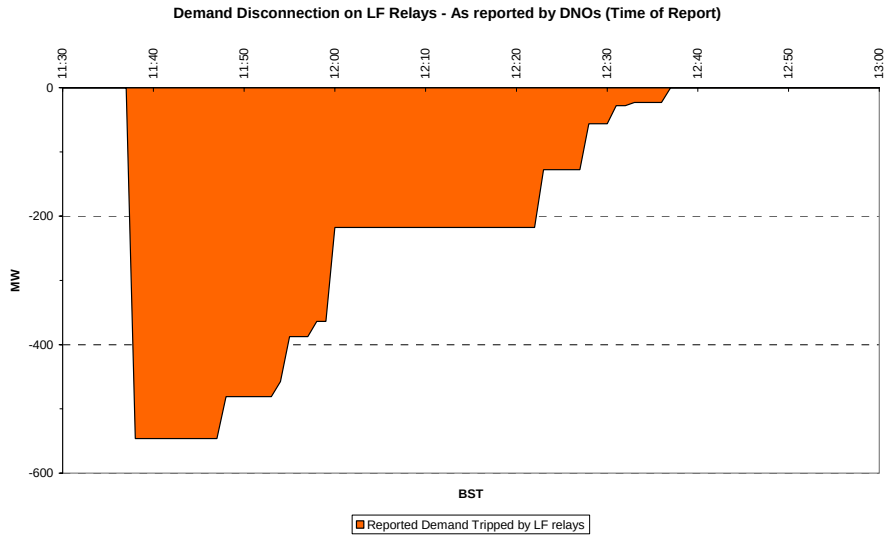

One Unit has been excluded from the above graph as it over generated by more than 70MW during the loss of Generator B and during the third fall in frequency.

Overall the CC 6.3.3 performance is considered good, with the majority of issues limited to the frequency recovery period, which is as to be expected as described in Section 4.2 and partly accounts for the rate of recovery of frequency.

## 4.5 Performance of National Low Frequency Demand Disconnection Scheme and Associated Low Frequency Relays

The low frequency relays used by the National Low Frequency Demand Disconnection scheme are set to enable the automatic disconnection of demand uniformly in distribution networks generally in 9 blocks. The first demand block is set, on average, at 5% in each DNO area in England & Wales and the relays are set to trip at 48.8Hz. This is summarised in Appendix 2.

**FIGURE 11**




The minimum system frequency during the incident was 48.795Hz and was below 48.8Hz for 1.22 seconds. The actual amount of demand disconnected by low frequency relays, as initially reported by the DNOs at the time of the incident was 581MW. However, in their detailed reply to the questionnaire, the DNOs confirmed that the total demand disconnected was 546MW, as indicated in Figure 11 above.

The disconnection of around 546MW was just sufficient to arrest the fall in frequency and to cause a slight upward recovery as shown in Figure 9.

In their replies, the DNOs confirmed that some 2266MW of demand, approximately 6.3% of demand in England and Wales, should have tripped when the frequency fell to 48.8Hz. Clearly, some relays did not operate.

Based on DNOs returns, the number of relays in England and Wales set to trip at 48.8 Hz is approximately 91. However, the number of relays that did operate and disconnect demand was 26 relays.

The amount of demand disconnected of 546MW (about 1.5% of demand) was sufficient to arrest the frequency fall to 48.795 Hz. The relays that did not operate did not fail to operate as such because the frequency only fell 0.005 Hz below their setting and hence was within their measurement accuracy requirement of typically 0.010 Hz.

Three additional relays did operate but failed to disconnect any demand due to the design of the schemes, running arrangements on the day and the settings band of the low frequency relays. The amount of demand these three relays could have tripped would have been 68MW.

Reports were made that following the operation of the LF relays that demand was restored immediately by a combination of automatic and uninstructed manual actions on the DNO networks.

It is noted that whilst only around 546MW of demand was disconnected, this resulted in much less supply disruption to consumers nationwide. A larger amount of disconnection would have resulted in a greater supply disruption but a faster recovery of system frequency towards 50Hz.

Based on the success rate of automatic disconnection (excluding uninstructed manual restoration) had the frequency continued to fall to below the setting range of the LFDD Stage 1 Relays then the total amount of demand disconnection could have approached 2000MW. This is within the acceptable range as perfect operation is not assumed.

Following the recovery of system frequency, ENCC issued instructions to the DNOs to restore automatically disconnected demand within a range of 20 to 40 minutes. Given the actions needed by some DNOs, supplies to their customers were restored within 23 minutes of receipt of instructions.

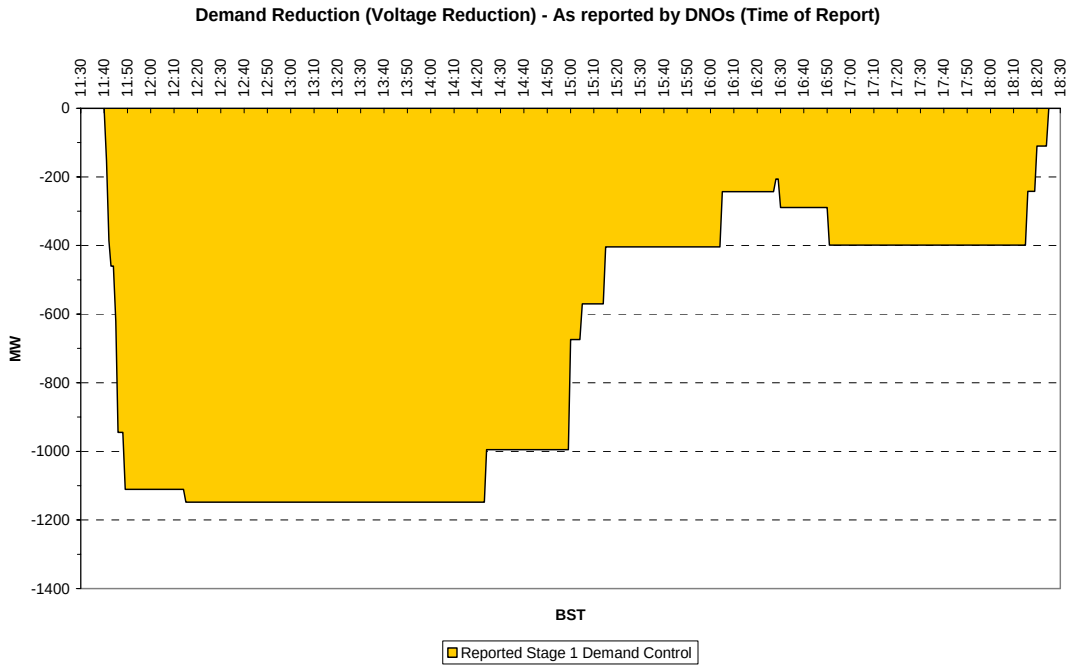
From the returns for the DNOs it has been calculated that overall some 278MWh of energy was lost due to the operation of LF Relays.

## 4.6 Performance of Demand Control by Voltage Reduction

Historically DNOs have used voltage reductions of 3% and 6% for Demand Control Stage 1 and Stage 2 on the basis this provides demand relief of 5% and 10% respectively. Relatively recent changes in demand characteristics as such as greater use of power electronics, increasing level of air conditioning and ventilation systems as well as reduction in manufacturing means that it is likely that demand is now less sensitive to voltage reduction. This has been recognised by the electricity industry and under the auspices of the Energy Emergency Executive Committee Electricity Task Group in February 2008 a number of trials were planned to establish the effectiveness of voltage reduction. Once the trials have been completed and results analysed it is possible that trial outcome may provide an explanation for the difference between the level of demand reduction expected during this event and that which could be observed.

Within 2 minutes of the operation of low frequency relays, and in accordance with the Grid Code OC.6.5, Demand Control instructions were given to 9 DNOs estimated to provide around 1200MW of manual demand reduction by voltage reduction. Figure 12 summarises the demand reduction delivered as reported by the DNOs.

**FIGURE 12**




Together with other actions discussed in Section 3.7, the instructed Demand Control enabled:

a) the re-establishment of the already exhausted frequency response holding on Frequency Sensitive mode generation plant in less than 15 minutes, and

b) quicker restoration of the demand disconnected by low frequency relay operation. All instructions to affected DNOs to restore disconnected demand were completed by ENCC within 40 minutes of the automatic demand disconnection. (Initial returns from the DNOs indicate that all consumer supplies were restored within 23 minutes of receipt of this instruction).

Specific information on the various aspects of the Demand Control instructions implemented by the DNOs was sought from them to help with the complete analysis of this event. A copy of the questionnaire sent to DNOs is attached as Appendix 3.

The additional information provided identified that approximately 50MW of demand control had not been achieved due to equipment performance issues such as transformers being on fixed tap due to operational restrictions and communication failures.

Analysis of National Grid data has been able to identify an actual demand reduction of approximately 500MW from when it was instructed. It should be noted that the demand was expected to increase up until 12:15 as shown in Figure 1 and so some of the applied reduction would have been negated by the normal increase in demand.

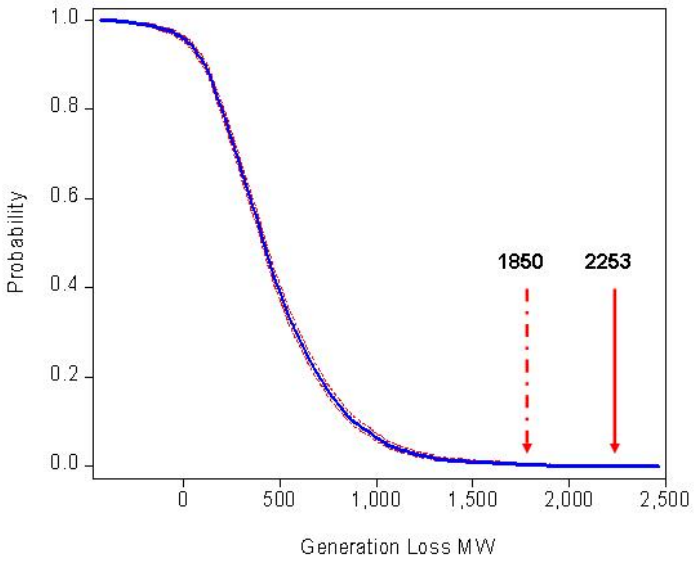
As noted above the existing E3C Electricity Task Group project has recently carried out controlled trials of demand reduction by voltage control. When fully analysed this may help inform if the current approach to using voltage reduction for Demand Control delivers the necessary levels. It is expected that any learning from these trials will be shared with both the GCRP and DCRP.

## 4.7 System Operational Margins and Frequency Excursion

The application of the reserve policy as described in Appendix 1 Section 1.1.3 means for the period from around 1.5 hours ahead (Gate Closure) through to real time a cumulative plant loss of up to 1850MW would be covered (0.3% probability level). From gate closure to real time generation losses totalled 2253MW during this event (excluding the Large and embedded generation losses, but including other generator changes by way of physical notifications or maximum export limits). This is illustrated in Figure 13 below:

**FIGURE 13**

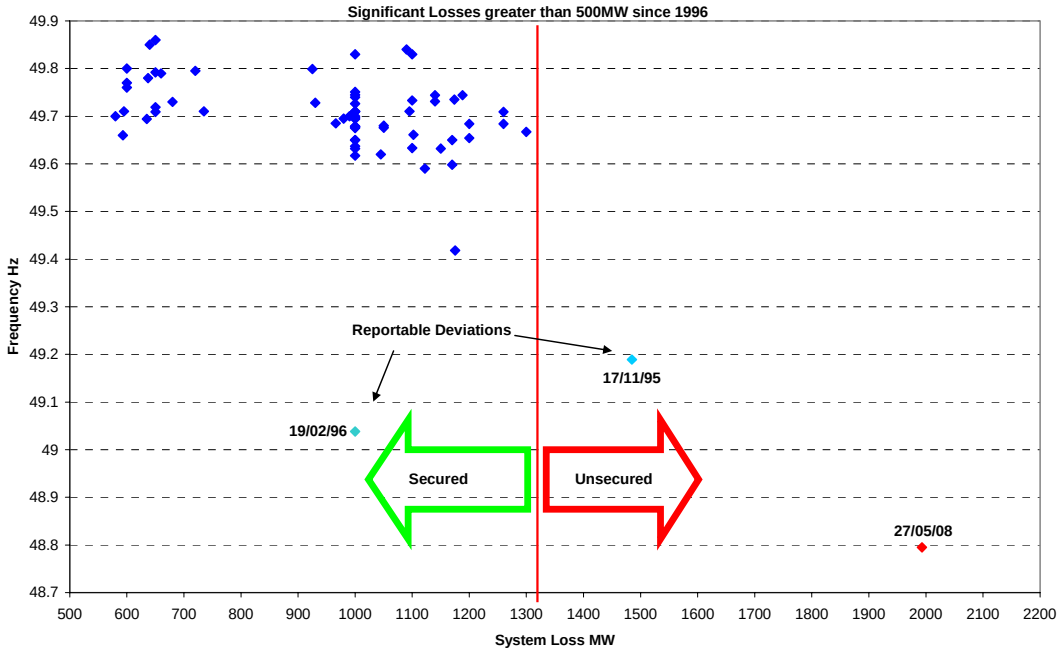
**Probability of Generation Loss between Gate Closure and Real Time**



The level of generation capacity loss experienced (2253MW) is a level that would only be experienced once in every 4 to 5 years. As a result of the exceptional generation loss, the use of demand control for the afternoon period is as would be anticipated by the operating standards.

There have only been two reportable frequency deviations since 1989/90. The first on 17th November 1995, when the frequency fell to 49.184Hz for 3 min 40 sec for a 1485MW generation loss and the second on 19th February 1996, when the frequency fell to 49.038Hz for 3 min 20 sec for a 1000MW generation loss.

**FIGURE 14**




The some 1993MW losses within 3.5 Minutes consisting of Generator A (345MW), Generator B (1237MW), two Large generators (40MW) and embedded generation of around 371MW are compared to simultaneous generation losses in Figure 15.

**FIGURE 15**

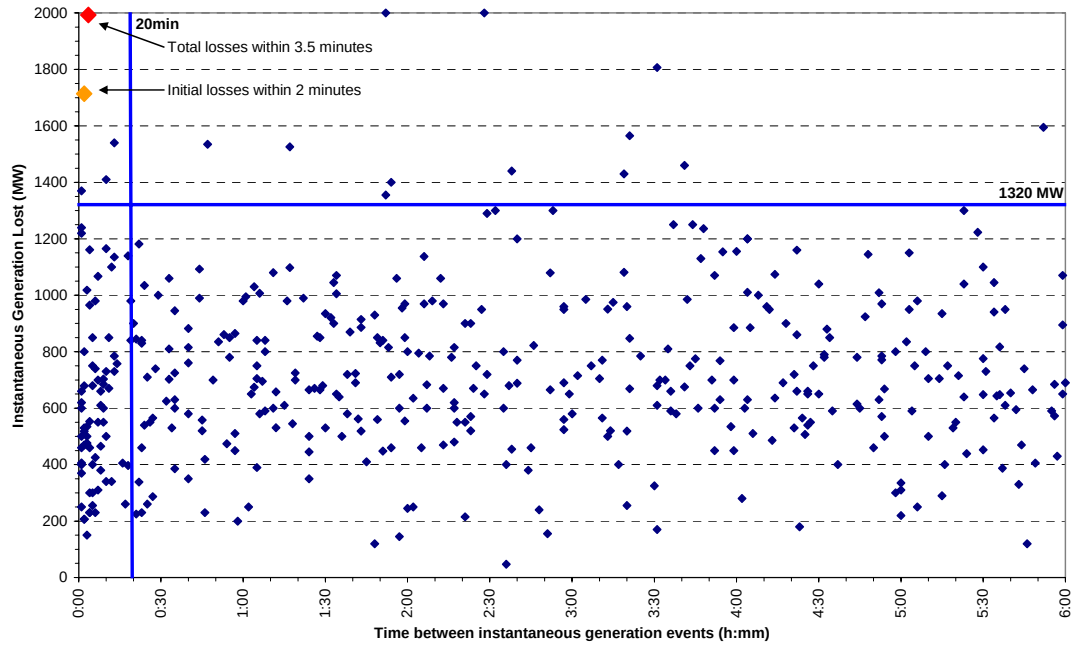
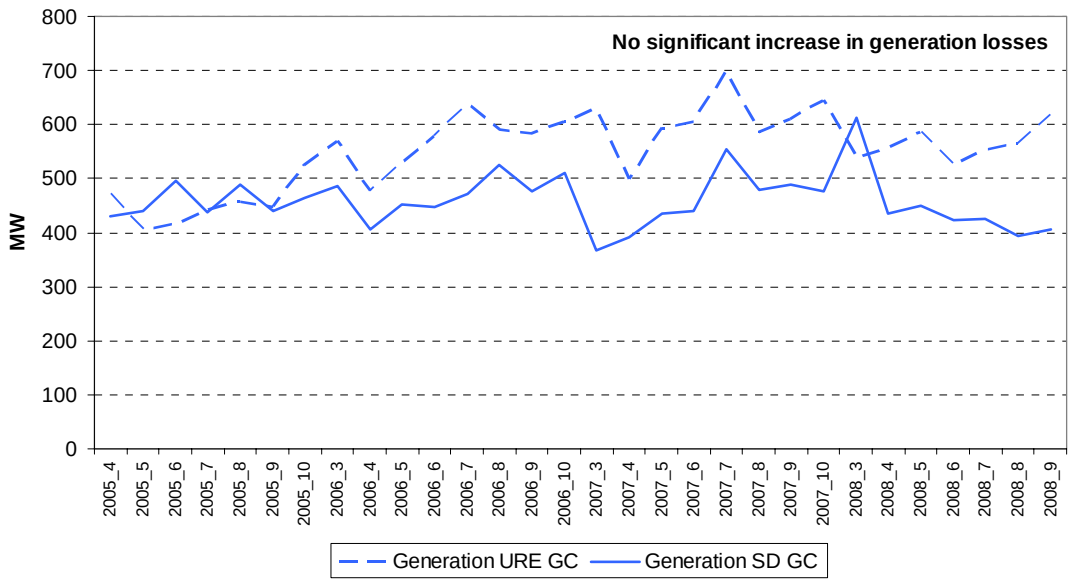


Figure 15 shows the total amount and timing between co-incident generation trips since the introduction of the New Electricity Trading Arrangements in 2001. The less time between the trips the less likely it is that frequency response will have been restored following the first trip. Frequency response can take up to twenty minutes to restore due to the type of generation available. Figure 15 shows that the initial and overall co-incident generation loss on the 27th May was exceptional and in the area furthest away from being secured. Figures 14 and 15 demonstrate that the effectively simultaneous generation loss on the 27th May is an exceptional, significant and low probability event.

Figure 16 shows the Generation changes (Upward Reserve Error) at Gate Closure, as well as the applicable Standard Deviation (SD). This data is used as a component in setting the Reserve Levels against the 1 day in 365 Loss of Load Expectation. This shows there has not been a recent significant increase in generation losses. There is no evidence to suggest that the probability of such a coincident loss of generation occurring has increased.

**FIGURE 16**

**Generation Changes (Upward Reserve Error) at Gate Closure since 1 April 2005**




The subsequent plant shortages and demand control required throughout the afternoon are consistent with the impact of such a large loss in the context of the operating margins which statistically require demand control in such extreme conditions.

## 4.8 Communications with Market, Generators and Distribution Network Operators

All warnings required by market rules were issued as required under the Grid Code. Messages were issued by fax and placed on the Balancing Mechanism Reporting System (BMRS) website.

## 5 SIMULATION OF GENERATION LOSSES AND AUTOMATIC LOW FREQUENCY DEMAND DISCONNECTION

A dynamic simulation study of system frequency performance was carried out. The aims were: (a) to recreate, as far as practically possible, the system frequency behaviour resulting from the various generation losses[3] and automatic demand disconnection by low frequency relays and (b) to explore if further light can be shed on the sequence of events as well as causes and effects.

The study represented various types of generation plant including those operating in FSM and LFSM and allowed a 2% demand reduction per Hz for load/frequency sensitivity. The predicted system frequency behaviour from the simulation model is overlaid on the actual frequency and shown in Figure 17.

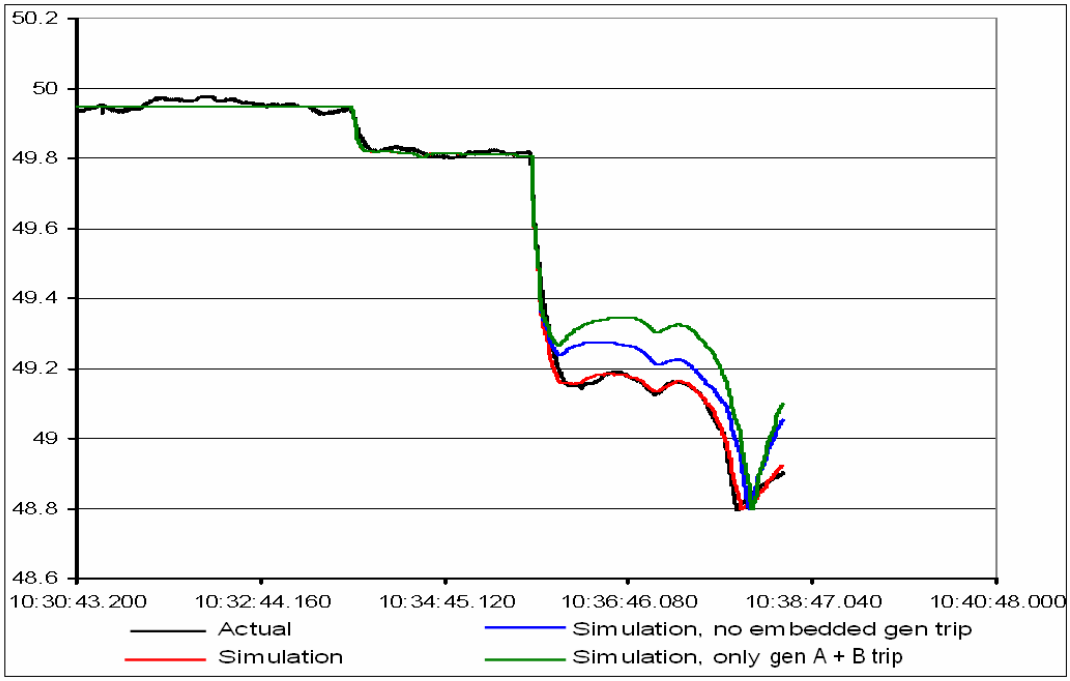
The modelling study confirmed the following observations:

The combined loss of at least 1714MW at 11:36 due to the loss of Generator A (345MW), Generator B (1237MW), two Large generators (40MW), and at least 92MW of embedded generation, led to an unstable system frequency. Although initially the frequency fall appears to be arrested at around 49.15Hz, the average frequency continued to slowly fall over the next 1.5 minutes.

**FIGURE 17**

**Comparison of Actual and Simulation Model Frequencies**

The initial arrest of system frequency is caused by the significant unexpected additional response provided by LFSM generation plant. However, as this response was drawn from stored energy in the boilers it quickly started to decline, the frequency continued with its downward trend. This is not unexpected since the 1714MW loss significantly exceeds the 1260MW secured largest infeed loss on the day.




[3] The data available to the DNOs from embedded generation is considered incomplete and variable in quality. The assessment of embedded generation losses is discussed in Section 4.3.

Additional studies simulating a total loss of 1622MW i.e. excluding the 92MW of embedded generation, and a total loss of 1582MW (Generator B and Generator A only) confirmed that the system frequency would still be unstable. These losses are still some 29% and 26% respectively in excess of the on the day secured loss of 1260MW.

As the frequency gradually fell to 49Hz, a number of embedded generators totalling at least 115MW tripped. The effect was to increase the rate of fall of an already collapsing frequency.

The action of automatic low frequency relays disconnecting some 546MW of demand was sufficient to arrest the collapsing frequency and produce a small stable upward trend.

Overall, the low frequency demand disconnection scheme worked well and protected the GB power system from this extreme event as intended.

# 6 CONCLUSIONS

## 6.1 Root Cause

The root cause of the automatic demand disconnection was the exceptional amount of 1582MW loss of generation within two minutes for unrelated reasons, as well as the immediate loss of 40MW of large generation and some 92MW of embedded generation[4], totalling 1714MW, resulted in a major system frequency disturbance. The some 1714MW of generation losses within two minutes exceeded the secured credible loss on the day of 1260MW by at least 36%.

## 6.2 Embedded Generation Losses

There was further unexpected tripping of some small embedded generation at frequencies above 48.8Hz. This increased the size of the total generation loss to the GB system to some 1993MW, and hastened the frequency collapse. Although this embedded loss did not cause the frequency to fall to 48.8Hz, it only hastened it. In slightly different circumstances, it may do so and initiate the operation of the National Low Frequency Demand Disconnection Scheme.

## 6.3 Frequency of Exceptional Losses

This level of simultaneous generation loss is an exceptional event that has not occurred since 1996. Including this event there as been three reportable frequency excursions since 1989/90 (i.e. the frequency below 49.5Hz for more than 60 seconds). The LFDD Scheme last operated in 1981 as a result of a system split leaving a disconnected part of the transmission system with insufficient generation (the LFDD relay operation successful created a stable disconnected system).

## 6.4 Securing against Exceptional Losses

The National Low Frequency Demand Disconnection scheme is an efficient way of protecting the overall system from low probability events which are outside of normal operating conditions. This event has successfully demonstrated that the LFDD scheme prevented a system wide shutdown for an exceptional event.

## 6.5 Holding Frequency Response and Reserve to Secure this Loss

An estimate for holding sufficient frequency response and reserve securing this type of event can be made based on the work of the GB SQSS Review Working Group GSR007 on increasing the “Infrequent Infeed Loss Risk”.

Increasing the largest infrequent infeed loss from 1320MW to 1800MW is estimated at £160m per year at current prices. This would cover this event i.e. the 1714MW loss, but not all possible exceptional events.

Calculating the cost of energy lost due to the National Low Frequency Demand Disconnection scheme using the price applicable to the National Grid Transmission Network Reliability Incentive scheme of £45k per MWh, the energy lost on the 27th May of 278MWh equates to £12m. On this basis there is not an economic case to increase response and reserve levels to protect the system while these exceptional events remain infrequent.

[4] The data available to the DNOs from embedded generation is considered incomplete and variable in quality. The assessment of embedded generation losses is discussed in Section 4.3.

## 6.6 Operation of the System

The dual challenges of both the major system disturbance which led to demand disconnection and the extraordinary pattern of generation losses experienced on the 27th May provided significant system control challenges, which were successfully met by the staff at the Electricity National Control Centre.

National Grid believes that effective communications with the Generators and DNOs were maintained throughout the day and that the whole industry worked well together to support the restoration of consumers off supply and the orderly return to normal operating conditions.

## 7 RECOMMENDATIONS

1. The lack of a clear and explicit frequency range requirement on small embedded generation plant in the Distribution Code[5] should be addressed by the Grid Code Review Panel. The objective is to review and align the two codes on such a requirement as far as reasonably practicable.

   Action: GCRP Chair by December 2009

2. Where reasonably practicable the frequency range settings on existing small embedded generation plant should be modified to improve their resilience to frequency excursions.

   Action: GCRP Chair by June 2009

3. Under the GCRP auspices, National Grid and the DNOs review the arrangements under Grid Code OC6.6 to ensure effectiveness of all low frequency demand disconnection scheme stages and share best practice identified from this event. This is to include the obligations on restoration of demand.

   Action: GCRP Chair by June 2009

4. With the continued assistance of the Association of Electricity Producers establish as far as possible the timing and cause of any embedded generation losses on the 27th May to further support action 1 and 2.

   Action GCRP Chair by June 2009

5. Provide the Energy Emergency Executive Committee appropriate updates on the status and progress of actions 1 to 4.

   Action GCRP Chair

[5] The Distribution Code Review Panel is responsible for the governance of the Distribution Code and is represented at the Grid Code Review Panel.

**APPENDICES**

# 1 APPENDIX 1 - INDUSTRY FRAMEWORKS RELEVANT TO THE EVENTS OF 27TH MAY 2008

## 1.1 National Grid's Role as GB System Operator (GBSO): Frequency Control and System Operating Margin

### 1.1.1 GB System Operator (GBSO)

National Grid is responsible for the management of transmission network security and real time balancing of generation with demand in our role of GB System Operator. Any imbalance between generation input and demand will result in perturbations around the nominal system frequency of 50Hz.

### 1.1.2 Frequency Control Requirements

National Grid manages the system frequency to defined statutory steady state limits of ±0.5Hz (i.e. 49.5Hz to 50.5Hz) and our Operational limits of ±0.2 Hz (i.e. 49.8Hz to 50.2Hz).

The GB Security and Quality of Supply Standard (GB SQSS) specifies the limits of frequency deviations for secured faults, which include loss of output from a single generating unit, Combined Cycle Gas Turbine Module (CCGT), boiler, nuclear reactor or DC bi-pole lost as a result of an event. These limits are:

- Normal Infeed Loss Risk (1000MW): Maximum frequency deviation should not exceed 0.5Hz
- Infrequent Infeed Loss Risk (1320MW): Frequency should not deviate outside the range 49.5Hz to 50.5Hz for more than 60 seconds.

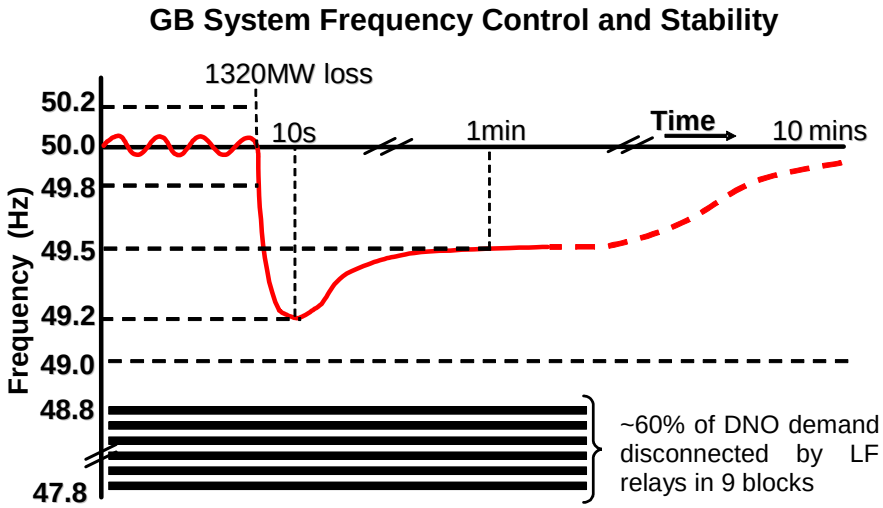
The largest Infrequent Infeed Loss Risk of 1320MW is derived from the largest possible generation infeed loss on the Transmission system that will result from a single secured event.

In the case of Infrequent Infeed Loss Risk, National Grid's practice is to ensure that the maximum frequency deviation is limited to 0.8Hz. In addition, National Grid aims to return the frequency to operational limits (49.8Hz to 50.2Hz) within 10 minutes.

For a larger generation loss than the Infrequent Infeed Loss Risk or a large generation deficit in an importing power island following a sudden system split, the National Low Frequency Demand Disconnection (LFDD) scheme (as described in Grid Code OC6.6) is designed to automatically disconnect demand using low frequency relays to contain the incident and prevent a total or partial shutdown of the GB power system.

Figure A illustrates the frequency control philosophy and frequency stability of the GB power system. In addition, where the initial frequency is close to the lower operational limit of 49.8Hz at the time of a 1320MW loss, the lowest planned frequency would be 49Hz. This would still restrict the maximum frequency deviation to 0.8Hz and provide a 0.2Hz margin above the level where the first stage of the LFDD scheme is designed to operate and disconnect demand.

**FIGURE A**




### 1.1.3 System Operating Margin

Looking ahead of real time, and in recognition of variability and uncertainty of demand for electricity and that statistically generating plant will break down, National Grid will, at all times, hold a "safety cushion" or "operating margin". This will be generation capacity (or demand reduction) available to us, on instruction, in varying timescales (from minutes to hours ahead of real time) to ensure that for all credible, secured events, we can access sufficient generation output to meet the forecast demand and meet the 1 in 365 Loss of Load Expectation.

The safety cushion comprises 4 main components:

- Contingency Reserve – generation plant available at between 4 and, typically, 12 hours notice to generate
- Short Term Operating Reserve – generation (or demand) typically available to respond within 5 – 20 minutes
- Regulating Reserve – generation that is synchronised with capacity to enable us to instruct increases (or decreases) in output to assist with short term demand forecast errors or plant losses, available after two minutes
- Frequency Response Reserve – generation or demand instructed to automatically change output to help with correction of frequency deviations in real time

The actual size of the "contingency reserve" varies according to time of year and demand peaks, but for any particular point in the day our requirement decreases as real time approaches, typically ranging from some 1000MW at 12 hours ahead to zero by 4 hours ahead.

The Grid Code describes 3 System Warnings that are relevant to the 27th May. These are:

- **Notification of Inadequate System Margin (NISM)** – issued when there is inadequate System Margin (as referred to in Grid Code Balancing Code BC1.5.4) and it is uncertain if this would be recovered over the relevant timescales

- **High Risk of Demand Reduction (HRDR)** – issued when there is inadequate System Margin (as referred to in Grid Code Balancing Code BC1.5.4) and/or it is judged to be a high risk of demand reduction being instructed
- **Demand Control Imminent (DCI)** – issued to provide short term notice, where possible, when a demand reduction is expected in the following 30 minutes

National Grid's dispatch of reserve is described in detail in our Balancing Principles statement. Our existing policy which has been in place since NETA aims to hold sufficient reserve such that the net impact of generation loss and demand forecast error would only exceed this level of reserve on average once per year, thus we would expect to utilise demand control as described in the Grid Code on one occasion per year (a Loss of Load Expectation of 1 in 365). This policy has been described in detail at a number of industry events.

## 1.2 Roles of Generators and Distribution Network Operators

### 1.2.1 Generators

As generation losses are normally by nature sudden and unexpected, National Grid contracts for automatic, commercial services ("frequency response") from generators and demand side participants which will deliver immediate changes to output to maintain the system frequency within the required limits.

The Grid Code Connection Condition (CC) 6.3 requires that Generators have a frequency response capability and Balancing Code 3 of the Grid Code sets out the procedure for National Grid to use in conjunction with Users of the Transmission system (including Generators) to undertake system frequency control provision.

All Generators are required to operate either in Frequency Sensitive Mode or Limited Frequency Sensitive Mode at all times. When operating in Frequency Sensitive Mode, Generators are required to comply with Grid Code CC6.3.7 and their ancillary service contracts in relation to how the MW output frequency response is delivered. When operating in Limited Frequency Sensitive Mode, Generators are required to comply with Grid Code CC6.3.3 that governs how their MW output changes in response to system frequency changes.

Furthermore, all generation subject to Grid Code CC6.1.3 is required to provide continuous stable operation in the range of 47.5Hz to 52Hz, and be able to operate for a period of at least 20 seconds in the range 47Hz to 47.5Hz. The Grid Code applies to all transmission connected generation, and all with registered capacity of generation in:

- England and Wales >= 50MW
- Scottish Power Transmission Ltd region >=30MW
- Scottish Hydro-Electric Transmission Ltd region >=10MW

Generally, all DNO connected embedded generation below these values will be required to comply with the Distribution Code and relevant Engineering Recommendations, G75 or G59, which will still typically require continuous stable operation in the range 47Hz or 48Hz to 52Hz, although G75 and G59 are not mandatory.

### 1.2.2 Distribution Network Operators

Grid Code Operating Code (OC) No 6, (Demand Control) is concerned, amongst other things, with the provisions to be made by DNOs to permit the reduction of demand in the event of insufficient active power generation being available to meet demand.

Grid Code OC6.5 describes the procedure for the implementation of manual Demand Control by the DNOs on the instruction of National Grid. The required demand reduction will be achieved at all times, with or without prior warning, within agreed timescales (as per Grid Code OC6.7.3) upon receipt of an instruction from National Grid.

Grid Code OC6.6 describes the automatic Low Frequency Demand Disconnection (LFDD) scheme and the arrangements that the DNOs are required to make in relation to this scheme. Following operation of this scheme, the DNOs are not permitted to restore automatically disconnected demand without instruction from National Grid.

## 2 APPENDIX 2 - GRID CODE LOW FREQUENCY DEMAND DISCONNECTION (LFDD) SCHEME

The table below is extracted from the Grid Code Connection Conditions showing the LFDD scheme settings in Great Britain.

| Frequency Hz | %**Demand** disconnection for each **Network Operator** in **Transmission Area** | | |
|---|---|---|---|
| | NGET | SPT | SHETL |
| 48.8 | 5 | | |
| 48.75 | 5 | | |
| 48.7 | 10 | | |
| 48.6 | 7.5 | | 10 |
| 48.5 | 7.5 | 10 | |
| 48.4 | 7.5 | 10 | 10 |
| 48.3 | | | |
| 48.2 | 7.5 | 10 | 10 |
| 48.0 | 5 | 10 | 10 |
| 47.8 | 5 | | |
| Total % **Demand** | 60 | 40 | 40 |

Note – the percentages in table above are cumulative such that, for example, should the frequency fall to 48.6 Hz in the **NGET Transmission Area**, 27.5% of the total **Demand** connected in the **NGET Transmission Area** shall be disconnected by the action of **Low Frequency Relays**.

# 3 APPENDIX 3 - DNO QUESTIONNAIRE

## 1. LF Demand Disconnection Performance

1.1. How much demand was set to trip at 48.8 Hz? (MW and as a % of DNO demand at time of trip, confirming your Grid Code submission.)

1.2. How much demand actually tripped?

1.2.1. Gives details of what tripped:

- time of trip (hh:mm:ss)
- Demand at time of trip.
- GSP
- Feeder
- Demand tripped (MW)

1.3. If some of the expected demand was not disconnected, why was this?

1.4. LF Relay Operation

a) How many LF relays set to 48.8 Hz
b) How many operated correctly
c) If any failed to operate, give the reason why.

## 2. Embedded Generation Performance

2.1. Attachment shows the information you have provided to date. Please can you confirm the following details:

- Time of trip (hh:mm:ss)
- Embedded generator
- Generation tripped (MW) for each generator.
- Reason for trip
- Was there any attempt at re-synchronisation?

2.2. Is there any evidence of more embedded generation tripping, particularly smaller units? If so how much and why did it trip?

## 3. Demand Control

3.1. What level of demand control did you try to implement (MW)?

3.2. What specific actions were used to implement the demand control and at what time (hh:mm)?

3.3. What level of demand control was achieved (MW at what time)?

3.4. If the level of demand control achieved did not reach the level instructed, why was the expected level of demand control not achieved?

## 4 APPENDIX 4 - HYPERLINK REFERENCES USED IN THIS REPORT

GB SQSS (Page 34)

http://www.nationalgrid.com/NR/rdonlyres/FBB211AF-D4AA-45D0-9224-7BB87DE366C1/15460/GB_SQSS_V1.pdf

Balancing Principles Statement (BPS) (Page 35)

http://www.nationalgrid.com/NR/rdonlyres/03A5FB8B-D6B9-450A-AB7D-11021233BB30/24545/BPSv80effectivefrom1apr08.pdf

Reserve presentation (Page 35)

http://www.nationalgrid.com/NR/rdonlyres/012BE506-F6A1-4D16-BADD-C7A2FC49C52D/1913/NGTs_Role_in_Securing_Reserve.pdf

# Technical Report
# on the events of 9 August 2019

6 September 2019

# Contents


Executive Summary ..... 4

1. Introduction ..... 7

2. Roles ..... 8

2.1. ESO Roles and Responsibilities ..... 8

2.2. Transmission System Owner Roles and Responsibilities ..... 9

2.3. Generator Roles and Responsibilities ..... 9

2.4. DNO Roles and Responsibilities ..... 9

3. Description of the Event ..... 10

3.1. System Conditions Prior to the Event ..... 10

3.2. Summary of the Event ..... 10

3.3. Detailed Timeline ..... 13

3.4. Impact on Frequency ..... 15

4. Event Analysis ..... 16

4.1. Transmission System ..... 16

4.2. Generation Performance ..... 19

4.3. Demand disconnection and restoration ..... 22

4.4. Frequency Response ..... 22

5. Impact ..... 27

5.1. Distribution Demand ..... 27

5.2. Critical Infrastructure ..... 28

5.3. Other Priority Loads Affected ..... 29

6. Communication ..... 30

6.1. Operational Communications ..... 30

6.2. BEIS and Ofgem Communications ..... 31

6.3. External Communications with Media and Wider Industry ..... 31

7. Report Findings ..... 34

8. Conclusions and Next Steps ..... 36

9. Glossary of Terms ..... 37

# Executive Summary

## Introduction

At 4:52pm on 09 August 2019 approximately 1 million customers lost power as a result of a series of events on the electricity system. These events caused significant disruption to many people in their homes and businesses, and to commuters on a Friday evening with some rail services in and around London being particularly badly affected due to the protection systems on some trains not operating as expected.

Following comprehensive internal analysis together with input and analysis from key stakeholders (technical reports from NGET, Orsted, RWE and Govia Thameslink Railway are included Appendix C, D, E and F respectively), the details of the events leading up to, during and following the loss of supply are now more fully understood.

Details of the event, impacts to consumers, and communications during and after the event are reviewed in detail in this, the ESO Final Technical Report to Ofgem. The report sets out conclusions, lessons learned and changes implemented by the ESO, and makes recommendations for consideration by BEIS, Ofgem and Industry in the context of the findings of this and other (e.g. E3C and Ofgem) reviews.

## Summary of Event

Prior to 4:52pm on Friday 09 August Great Britain's electricity system was operating as normal. There was heavy rain and lightning storms around the transmission network north of London, it was windy and warm – it was not unusual weather for this time of year. Overall, demand for the day was forecast to be similar to what was experienced on the previous Friday. Around 30% of the generation was from wind, 30% from gas and 20% from Nuclear and 10% from interconnectors.

A lightning strike occurred on a transmission circuit (the Eaton Socon – Wymondley Main) at 4.52pm. The protection systems operated correctly and cleared the lightning in under 0.1 seconds. The line then returned to normal operation after c. 20 seconds. The voltage profile of the network immediately after the fault was within standards and was not a factor in subsequent impacts.

Coincident with the lightning strike, there was a loss of c 150MW of small embedded generation connected to the distribution network, due to vector shift protection. Loss of embedded generation through vector shift protection is expected for a lightning strike on a transmission line.

However, immediately following the lightning strike, Hornsea offshore windfarm reduced its energy supply to the grid by 737MW and Little Barford power station's steam turbine tripped reducing its energy supply to the grid by 244MW. This generation would not be expected to trip off or de-load in response to a lightning strike. This therefore appears to represent an extremely rare and unexpected event.

The cumulative loss of 1,131MW of generation caused a rapid fall in frequency which in turn caused a further 350MW of embedded generation to disconnect from the system under rate of change of frequency (RoCoF) protection.

The ESO was keeping automatic "backup" power (response) at that time to cater for the loss of the largest infeed at 1,000MW – the level required under the regulatory approved Security and Quality of Supply Standards (SQSS).

However, the total generation lost from vector shift protection, the two transmission connected generators and subsequently rate of change of frequency protection was 1,481MW and as such was above what was secured for under the SQSS. This meant that the frequency fell very quickly and went outside the normal range of 50.5Hz – 49.5Hz to a level of 49.1Hz.

All the "backup" power and tools the ESO normally uses and had available to manage the frequency were used (this included 472MW of battery storage) to stop the frequency fall (at 49.1Hz) and being recovering it towards 50Hz.

However, just as the frequency began to recover (and reach 49.2Hz) there was a further trip of a Gas Turbine at 210MW at Little Barford Power Station (due to high pressure in the steam bypass system following the failure of a bypass valve to operate correctly). This made the cumulative loss of generation 1,691MW.

All of the available "backup" power had already been deployed and the cumulative scale of generation loss meant that the frequency then fell to a level (48.8Hz) where secondary backup systems acted automatically to disconnect approximately 5% of demand (the Low Frequency Demand Disconnection, LFDD, scheme). This enabled the recovery of the frequency and ensured the safety and integrity of the network. (Note that following the LFDD schemes being triggered, the second gas turbine at Little Barford tripped at 187MW meaning the total loss of generation was 1,878MW).

The LFDD scheme automatically disconnected customers on the distribution network in a controlled way and in line with parameters pre-set by the Distribution Network Operators. In this instance approximately 1GW of GB's electricity demand was disconnected. This has not happened in over a decade and is an extremely rare event. This resulted in approximately 1.1m customers being without power for a period between 15 and 45 minutes.

The disconnection of demand along with the actions of the ESO Control Room to dispatch additional generation returned the system to a normal stable state at 50Hz by 4:57pm. Subsequently the DNOs commenced reconnecting customers and supply was returned to all customers by 5:37pm.

## Immediate Consequences

The consequences of these events were significant and included:

- 1.1 million electricity customers without power for between 15 and 45 minutes.
- Major disruption to parts of the rail network, including blocked lines out of Farringdon and Kings Cross stations along with wider cancellations and significant delays impacting thousands of passengers. A major contributor to the disruption relates to a particular class of train operating in the South-East area – approximately 60 trains unexpectedly shut down when the frequency dropped below 49Hz, half of which required a visit from a technician to restart.
- Impacts to other critical facilities including Ipswich hospital (lost power due to the operation of their own protection systems) and Newcastle airport (disconnected by the Low Frequency Demand Disconnection scheme).

## Conclusions and Recommendations

Based on our analysis we have identified the following areas where lessons can be learned:

- Communication processes and protocols, in particular during the first hour, should be reviewed to support timely and effective communication in any future event;
- The list of facilities connected to the LFDD scheme should be reviewed to ensure no critical infrastructure or services are inadvertently placed at undue risk of disconnection; and
- The settings on the internal protection systems on electric trains should be reviewed to ensure they can continue to operate through 'normal' disturbances on the electricity system.

While the processes and procedures in place on 09 August generally worked well to protect the vast majority of consumers, there was however significant disruption – over 1m customers were without power for up to 45 minutes, rail services were severely impacted and some critical facilities were without power. Therefore, reflecting on the scale of disruption caused to the public, there are some areas where we believe a wider review of policy, processes or procedures may be appropriate, this includes:

- A review of the security standards (SQSS) to determine whether it would be appropriate to provide for higher levels of resilience in the electricity system. This should be done in a structured way to ensure a proper balancing of risks and costs;
- Assessing whether it would be appropriate to establish standards for critical infrastructure and services (e.g. hospitals, transport, emergency services) setting out the range of events and conditions on the electricity system that their internal systems should be designed to cater for;
- A review of the timescales for delivery of the Accelerated Loss of Mains Change Programme to reduce the risk of inadvertent tripping and disconnection of embedded generation, as GB moves to ever increasing levels of embedded generation.

Where lessons have been learned by the ESO these will be embedded within the business to support the prevention and management of future power disruption events. Where recommendations are also made in respect of wider industry standards, processes and programs these should be considered by BEIS, Ofgem and wider industry in the context both of the findings in this report and those of the other reviews underway, including those being undertaken by Ofgem and the Energy Emergencies Executive Committee (E3C).

# 1. Introduction

On Friday 09 August at 16:52 a series of events on the electricity system resulted in the disconnection of approximately 1.1 million customers. These events caused significant disruption to many people in their homes and businesses, and to commuters on a Friday evening with some rail services in and around London being particularly badly affected.

On Monday 12 August Ofgem wrote to the ESO requesting an Interim Report into these events by Friday 16 August and a full Technical Report to be delivered by Friday 06 September.

This full Technical Report builds upon the information provided in the Interim Report of 16 August, incorporating additional analysis and insights coming out of the reviews undertaken by ESO and other relevant parties.

We also set out conclusions, lessons learned and changes implemented by the ESO, and make recommendations for consideration by BEIS, Ofgem and Industry in the context of the findings of this and other (e.g. E3C and Ofgem) reviews.

The aim of this ESO review has been to understand the events of 9th August in detail (including the nature and scale of the impact and the drivers of the significant disruption) and based on that understanding to learn lessons and make recommendations in order to prevent or mitigate the impact of any future such incident.

This Report is therefore structured as follows:

- A summary of the Industry Frameworks Relevant to the Event. This includes the roles and responsibilities of the ESO, NGET, Generators and Distribution Network Operators.
- The sequence of events and performance of key elements of the system, from 16:52 on Friday to 17:37 when all supplies were restored by the Distribution Network Operators.
- Event Analysis. This includes information about the Transmission System and the impact of lightning strikes, along with Generation Performance across Transmission and Embedded Generation on the distribution network. There is additional analysis of frequency response and demand disconnection and restoration.
- Impact. This includes impacts on consumer supplies, and critical infrastructure.
- Communications. This section builds upon the information contained in the interim report and covers operational, BEIS, Ofgem and media communications.
- Conclusions and recommendations

## Independent Assurance

A critical element in developing this report has been ensuring that our analysis and review has been thorough, diligent and robust. To assist with this, we retained DNV GL who have reviewed, scrutinised, and challenged the assumptions, logic and conclusions as presented by ESO in the final Technical Report. They concluded that “the technical analyses performed by ESO have been diligent and robust, and we support the findings and recommendations in the ESO Technical Report”. (See Appendix N for DNV GL letter confirming their review and conclusion).

# 2. Roles and responsibilities and the Industry Frameworks Relevant to the Events of 9 August

Roles and responsibilities in the electricity industry are defined by the Electricity Act 1989, licences and industry codes and standards.

## 2.1. Ofgem and BEIS

The Electricity Act 1989 provides that the principal objective of the Secretary of State (the Department for Business, Energy and Industrial Strategy (BEIS)) and the Gas and Electricity Markets Authority (Ofgem) in fulfilling their obligations under the Act is to protect the interests of existing and future consumers in relation to electricity conveyed by distribution systems or transmission systems. Those interests include consumers' interests in the security of the supply of electricity to them.

Ofgem works with, but is independent of, government, the energy industry and other stakeholders. It operates within a legal framework determined by the UK government (in particular BEIS in this context) and the European Union. Ofgem has a key role in approving amendments proposed to the legal frameworks discussed in this report (such as CUSC, Grid Code and SQSS).

## 2.2. ESO Roles and Responsibilities

The ESO is responsible for the operation of the National Electricity Transmission System (NETS) and real time balancing of electricity generation with demand. Any imbalance between generation input and demand will result in perturbations around the nominal system frequency of 50Hz. Changes in network configuration and the feeds to and from it, either in normal operation or due to equipment faults, will result in changes to system voltage.

National Grid ESO's responsibilities are predominantly set out in its licence and industry codes and standards, in particular the CUSC, Grid Code, and SQSS. The SQSS sets frequency and voltage control performance standards. The Grid Code specifies the voltage and frequency ranges that customers connecting to the transmission system will experience. The Grid Code also contains procedures that National Grid ESO use to provide assurance that transmission network users, including generators, can meet specific requirements of the Grid Code.

### Principles of Managing Frequency

The quality measures that National Grid ESO is expected to meet for frequency are in the National Electricity Transmission System Security and Quality of Supply Standard (generally referred to as SQSS). It specifies the limits of frequency deviations for secured events, which include loss of output from a single generating unit, Combined Cycle Gas Turbine Module (CCGT), boiler, nuclear reactor or DC bi-pole lost as a result of an event. The specified limits are:

- Normal Infeed Loss Risk: Maximum frequency deviation should not exceed 0.5Hz
- Infrequent Infeed Loss Risk Frequency should not deviate outside the range 49.5Hz to 50.5Hz for more than 60 seconds.

The level of the normal infeed loss actually covered depends on the configuration of the system at the time (typically it is c. 1,000W). The current normal infrequent infeed maximum loss risk is 1,260MW for when Sizewell nuclear station is operating at full load.

For a larger generation loss than the Infrequent Infeed Loss Risk or a large generation deficit in an importing power island following a sudden system split, the National Low Frequency Demand Disconnection (LFDD) scheme (as described in Grid Code OC6.6) is designed to automatically disconnect demand using low frequency relays to contain the incident and prevent a total or partial shutdown of the GB electricity system.

Frequency control is achieved using Balancing Services, which National Grid ESO's licence allows it to use to manage the system. Balancing Services are paid for by larger generators and electricity suppliers and hence contribute to consumers' electricity bills.

## 2.3. Transmission System Owner Roles and Responsibilities

National Grid Electricity Transmission (NGET) is the onshore transmission owner in England and Wales. It provides the network infrastructure required to provide a transmission service and makes the network available for use. It does so in line with its licence obligations and statutory requirements.

NGET and the other TOs (onshore and offshore) design and build their network in accordance with the SQSS as required under their licence. The SO-TO Code (STC) defines how TOs work with National Grid ESO, including the way in which Grid Code requirements can be delivered to users of the networks.

## 2.4. Generator Roles and Responsibilities

Generators that make use of the transmission networks are entitled to do so because they are signatories to the CUSC and have a connection agreement with National Grid ESO. The CUSC in turn places an obligation on generators to meet the requirements of the Grid Code, including any site-specific criteria in their connection agreement.

The Grid Code sets out a range of capabilities that a generator must have, including voltage control and frequency control. It is the Grid Code that states what a generator is expected to do during and after a network fault. The Grid Code also sets out an extensive process for new generators to demonstrate that they can meet certain requirements to enable safe connection. The details are set out in the CP (Compliance Process) section of the code. It is for the generators to assure themselves of their compliance with the Grid Code requirements.

During the period when an offshore network and generation connection is being developed, the project is treated in the same way as a generator would be (the precise term is Offshore Transmission System Development User Works – OTSDUW) and is subject to Grid Code requirements.

Some larger generators connected to the distribution networks need to meet Grid Code requirements because of their size and impact on the transmission network. Most distribution connected generators are bound solely by the Distribution Code, the relevant engineering requirements and associated documents through their connection agreement.

## 2.5. DNO Roles and Responsibilities

There are six electricity distribution companies in Great Britain. Each company is responsible for developing and operating its network within a region in accordance with their licence. There are also 18 iDNOs which design, build and operate distribution networks.

Distributors are responsible for having the Distribution Code in place. It is the Distribution Code and its associated documents that set out the frequency and voltage ranges that those connected to the distribution networks can expect to see, and what they are expected to do in response. Generators connected to the distribution network are generally not licensed.

Grid Code Operating Code (OC) No 6, (Demand Control) is concerned, amongst other things, with the provisions to be made by DNO's to permit the reduction of demand in the event of insufficient active power generation being available to meet demand. Grid Code OC6.6 describes the automatic LFDD scheme and the arrangements that the DNO's are required to make in relation to this scheme. Following operation of this scheme, the DNO's must notify ESO of its operation and are not permitted to restore automatically disconnected demand without instruction from National Grid ESO.

# 3. Description of the Event

## 3.1. System Conditions Prior to the Event

A detailed summary of system conditions prior to the event is contained in Appendix A and is summarised here. The ESO runs a daily iterated planning process to provide comprehensive operational advices to the control room, including demand and generation forecasts, NETS outages and post-fault actions to ensure ESO is fully compliant with SQSS in both pre-fault and post-fault conditions.

### 3.1.1. Power System Condition

Prior to the initial fault there was approximately 32GW of transmission connected generation capacity available on the system. Over 30% of this capacity was being provided by wind generation with an expected peak output of 10GW, and 50% was being provided by conventional units. In aggregate this capacity was being offered by more than 250 Balancing Mechanism (BM) units and non-BM units. The overall demand was forecast to reach 29GW, which was similar to the outturn demand experienced on the previous Friday. Margins for the day were comfortable. As is normal for the Summer period, there were a number of transmission circuits out of service across various parts of the network. Post-event analysis does not indicate that the outages caused any further issues at the time of the event.

More details on the power system conditions are contained in Appendix A:

- Transmission system outages and the active transmission constraints which were being managed on the system.
- Out-turn demand
- Generation, solar and wind outputs
- A list of all Balancing Mechanism generators which were synchronised and generating at the time of the event. (Excluding interconnectors)

### 3.1.2. Weather for 9 August

The Met Office issued yellow warnings of wind for the South West England and South Wales, and yellow warnings of rain for all of England and Wales except North West Scotland and South East England. The Yellow Warnings provided by the Met Office are the lowest of the 3 Met Office warnings.

Weather conditions on 9 August were not unusual.

## 3.2. Summary of the Event

- At 16:52:33 on Friday 09 August 2019 there was a lightning strike on the Eaton Socon – Wymondley 400kV line. This was one of several lightning strikes that hit the transmission system on the day, but this was the only one to have a significant impact.
- The protection systems on the transmission system operated correctly to clear the lightning strike and the associated voltage disturbance was in line with what was expected.
- The lightning strike initiated the operation of Vector Shift protection resulting in the tripping of approximately 150MW of embedded generation.
- Two almost simultaneous unexpected power losses – at the Hornsea off-shore wind farm (737MW) and the steam turbine at the Little Barford gas-fired power station (244MW) – occurred independently of one another, but coincident with the lightning strike. As this generation would not be expected to trip off or de-load in response to a lightning strike, this represents an extremely rare and unexpected event.
- These events resulted in a cumulative level of power loss greater than the level required to be secured by the Security Standards (1,000MW based on the largest infeed at the time), and as such a large frequency drop outside the normal range occurred.

- The frequency drop caused the further tripping of approximately 350MW of embedded generation on Rate of Change of Frequency (RoCoF) protection.
- The total loss of generation at this point was 1,481MW, nevertheless the frequency fall was arrested at 49.1Hz and began to recover with the deployment of all of the response and reserve available.
- However, one of the gas turbines at Little Barford then unexpectedly tripped from 210MW bringing the cumulative loss of generation to 1,691MW[1]. There were no further reserves left and the frequency fell to 48.8Hz.
- The Low Frequency Demand Disconnection (LFDD) scheme was correctly triggered at 48.8Hz and automatically disconnected c.1.1m customers (c. 1GW).
- The disconnection of demand, coupled with the response and reserve in place along with further dispatch of fast acting plant by ENCC, enabled the frequency return to 50Hz within 5 minutes.
- The Distribution Network Operators quickly restored supplies within 40 minutes once the system was in a stable and secure position.

[1] The second Gas Turbine at Little Barford tripped from 187MW after the initiation of LFDD bringing total generation lost through the event to 1,878MW. The effect of this second GT trip was absorbed by the action of LFDD and the additional plant dispatched by the ENCC.

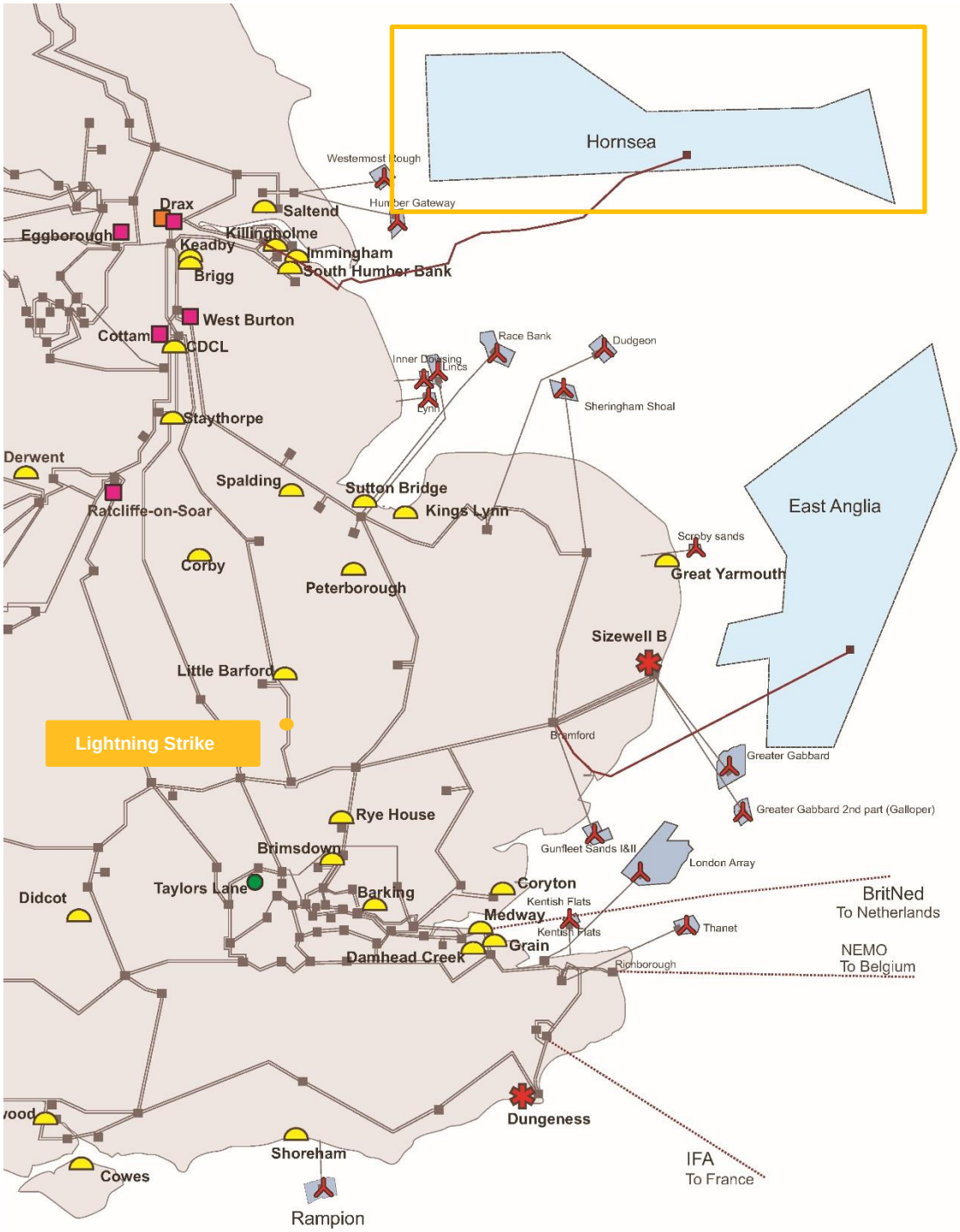



**Figure 1 – Map of Hornsea, Little Barford and the Lightning Strike**

## 3.3. Detailed Timeline

Through the ESO's systems and data, and information and data provided by NGET, Orsted, RWE, DNO's and others, the timeline of events is as follows:

| Time | Activity | Source |
|---|---|---|
| 16:52:26 | Frequency at 50.0Hz, ESO securing for a loss of power infeed of 1000MW | ESO |
| 16:52:33 | There were three lightning strikes detected in very close proximity to the Eaton Socon – Wymondley circuit. | MeteoGroup |
| 16:52:33.490 | A single (blue) Phase to Earth fault on Eaton Socon - Wymondley circuit (fault infeed approximately 21kA (RMS) from Wymondley and 7kA (RMS) from Eaton Socon) with an estimated 50% voltage depression on the blue phase during the fault. This is consistent with a lightning strike on Eaton Socon - Wymondley circuit | NGET |
| 16:52:33 | Approximately 150MW of embedded generation trips on vector-shift protection | ESO |
| 16:52:33.531 | Hornsea was generating 799MW and absorbing 0.4MVAR | Orsted |
| 16:52:33.560 | 70ms after fault, Wymondley end opens to clear the fault | NGET |
| 16:52:33.564 | 74ms after fault, Eaton Socon end opens to clear the fault | NGET |
| 16:52:33.728 | Hornsea started deloading | Orsted |
| 16:52:33.835 | Hornsea stabilised at 62MW and injecting 21 MVAR | Orsted |
| 16:52:34 | Little Barford Steam Turbine trips 244MW instantaneously. Source: RWE [1,131MW of cumulative infeed loss] | RWE |
| 16:52:34 | Approximately 350MW of embedded generation trips on RoCoF protection [1,481MW cumulative infeed loss] | ESO |
| 16:52:34 | Frequency response initiates. | ESO |
| 16:52:44 | Frequency Response has delivered at least 650MW of power to stabilise the frequency. | ESO |
| 16:52:53 | Eaton Socon - Wymondley circuit energised on DAR | NGET |
| 16:52:58 | Frequency drop is arrested at 49.1Hz due to the delivery of frequency response products | ESO |
| 16:52 | Contracted response service from Low Frequency Gas Turbines initiated | ESO |
| 16:53:04 | Frequency Response has delivered 900MW of power to stabilise the frequency | ESO |
| Since 16:53 | Short Term Operating Reserve (STOR) units were instructed; overall amount 400MW | ESO |
| 16:53:18 | Frequency recovers to 49.2Hz, due to the continued delivery of frequency response | ESO |

| | | |
|---|---|---|
| 16:53:31 | Little Barford GT1A generator protection settings tripped and 210MW instantaneously disconnected. [1,691MW cumulative infeed loss] | RWE/ESO |
| 16:53:31 | All frequency response is being delivered at this point attempting to restore the frequency to operational limits. | ESO |
| 16:53:49.398 | Frequency breaches 48.8Hz trigger level resulting in LFDD. 931MW of demand is automatically disconnected. | DNOs |
| 16:53:58 | Little Barford GT1B tripped with 187MW generation lost instantaneously. This loss was subsumed by the LFDD reductions and the additional energy sources being instructed by ESO. [1,878MW cumulative infeed loss] | RWE |
| 16:54:20 | Control room initiate instructions to generation to restore the system frequency and response levels to stabilise the system | ESO |
| 16:57:15 | Frequency returns to 50Hz following over 1,000MW of response and a further 1240MW of control room actions to restore frequency and stabilise the situation | ESO |
| 16:58 – 17:16 | ESO progressively instructs the DNO's that they can commence demand restoration | ESO |
| 17:37 | All DNO's have confirmed that demand restoration has been completed | DNO's |

**Table 1 – Timeline of Events**

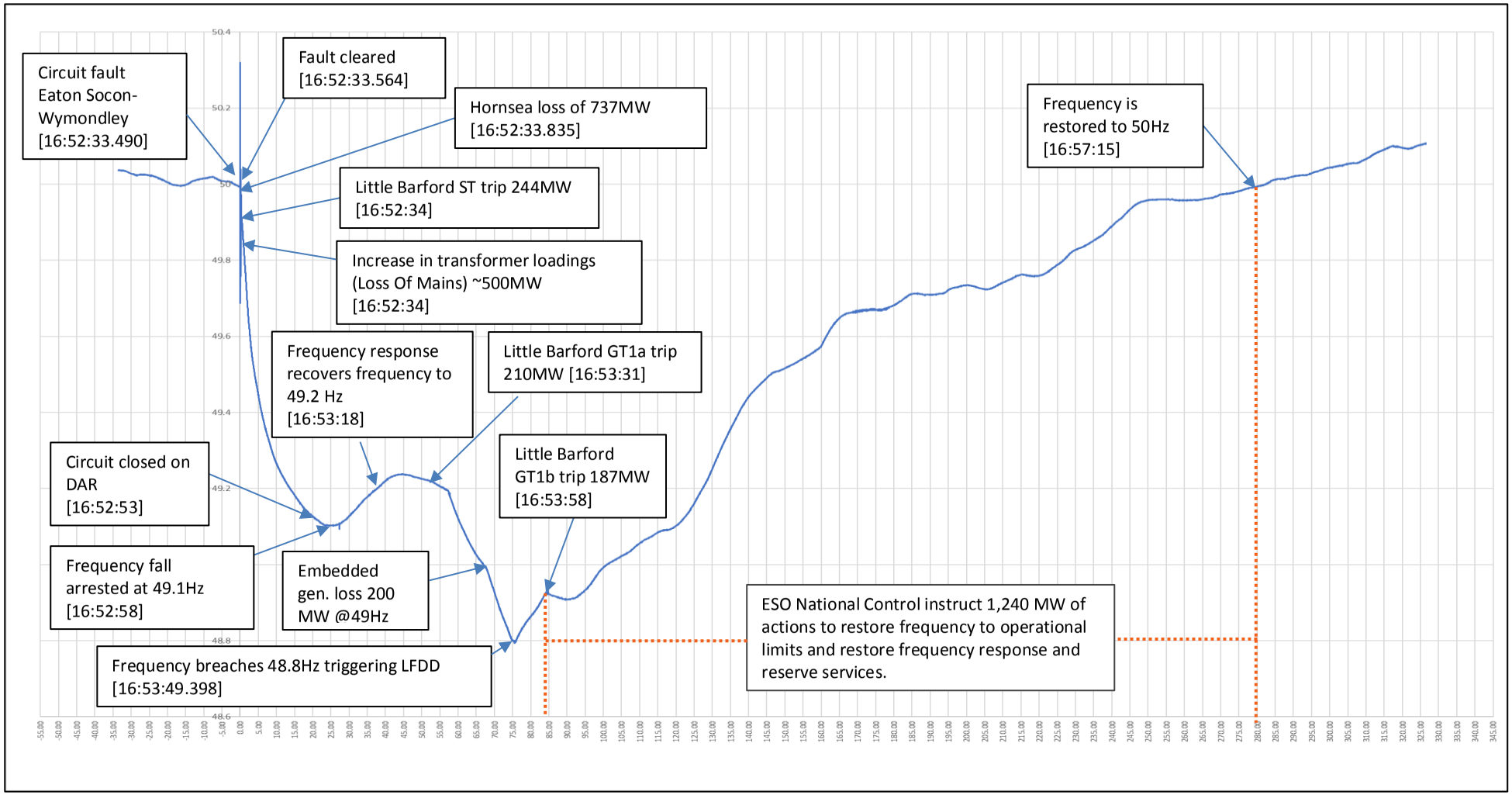
Below is the detail of the cumulative losses of infeed

| Generation Unit | Infeed Loss | Cumulative Infeed Loss |
|---|---|---|
| Little Barford ST1C | 244 MW | 244 MW |
| Hornsea Offshore Windfarm | 737 MW | 981 MW |
| Estimated, Embedded generation infeed loss due to Vector Shift Loss of Mains Protection | 150 MW | 1,131 MW |
| Estimated, Embedded generation infeed loss due to RoCoF Loss of Mains Protection | 350 MW | 1,481 MW |
| Little Barford GT1A | 210 MW | 1,691 MW |
| Little Barford GT1B | 187 MW | 1,878 MW |

**Table 2 – Table of cumulative infeed losses**

## 3.4. Impact on Frequency

**Figure 2 – Annotated Frequency Trace of the Event**



# 4. Event Analysis

## 4.1. Transmission System

### Transmission System Reaction to Lightning Strike

Meteogroup have advised that in the 24 hours of 9 August there were 12,370 lightning strikes across mainland UK. In the 2 hours preceding 17:00hrs there were 2,106 strikes across mainland UK.

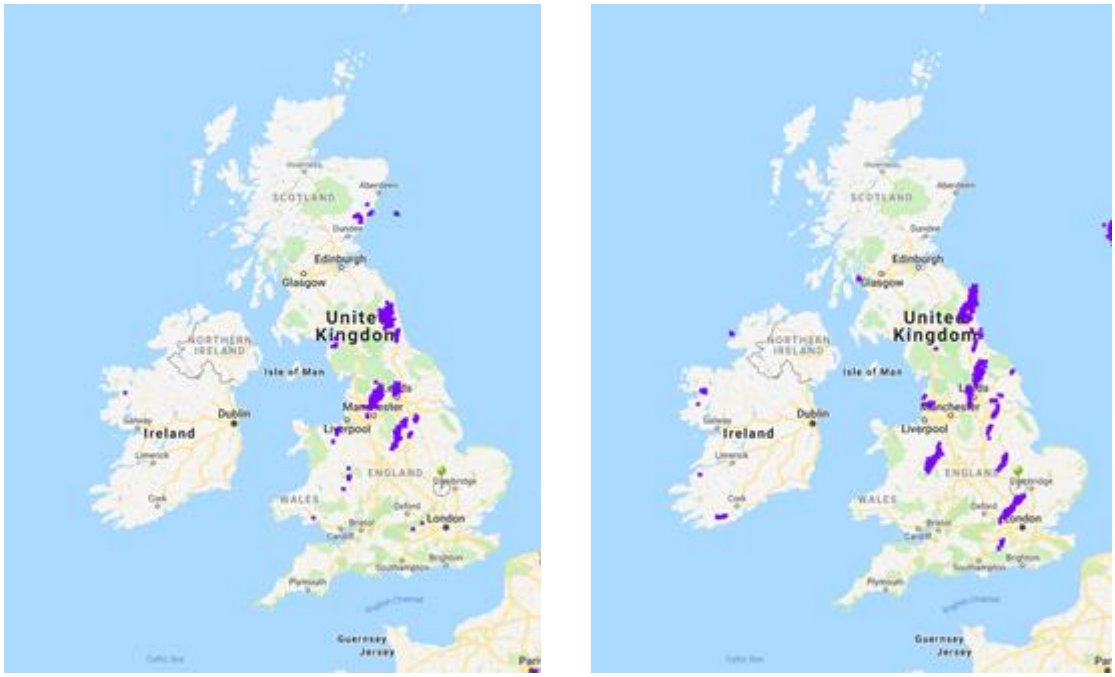



**Figure 3 - Lightning Activity on 9 August 2019** – Left: Lightning records15:00-16:00hrs and Right: Lightning records 16:00-17:00hrs. Data Source: Meteogroup

At 16:50:44hrs, a lightning struck the Blyth – Eccles – Stella West 400kV circuit near Longframlington, Northumberland. The circuit tripped and closed with no power losses associated. At 14:23hrs, the Harker – Stella West 275kV circuit was also tripped and automatically returned to service. Lightning was observed active in the vicinity. There were no adverse effects to the transmission system following this fault.

The Eaton Socon – Wymondley circuit is a 35km long, 400kV double circuit overhead line running from Eaton Socon Substation near St Neots in Cambridgeshire, to Wymondley Main Substation near Stevenage in Hertfordshire. Each of the double circuits is made up of 3 conductors (phases) hanging on each side of the lattice steel towers. An earth wire is at the top of the tower.

At 16:52:33hrs, three almost simultaneous lightning strikes were recorded adjacent to the Eaton Socon – Wymondley circuit. The figure below shows the location of the three strikes in relation to the circuit, close to Willian Arboretum, at the Wymondley end of the circuit. The red circles show the radius of uncertainty for the location of the direct hit. Any of the three strikes could have hit the circuit. The largest strike had a current amplitude of 33.7kA. NGET by analysing their protection data confirmed that these lightning strikes were the cause of the circuit trip and reclose.

**Figure 4 - Three simultaneous lightning strikes close to Willian Arboretum at 15:52hrs – Data Source: Meteogroup**

## Transmission System protection measurements

The lightning strike triggered the transmission line protection system to disconnect and clear the disturbance on the Eaton Socon – Wymondley 400kV circuit within 74ms plus initiate its subsequent automatic energisation and reconnection after 20 seconds. The transmission system protection operated in line with the design and in compliance with the Grid Code requirements on fault clearance.

The associated voltage and current disturbance on the network from the lightning was within expected limits for such an event. In all other recorded instances of strikes on the transmission network this protection protocol has protected the network successfully and led to no adverse consequences.

Figures below show the time-sequence 3 phase currents during the short circuit and protection operations at Wymondley and Eaton Socon Substations.

NGET indicates (see Appendix C) that the lightning strike hit the Eaton Socon – Wymondley circuits approximately 4.5km along the circuit from the Wymondley Main Substation end. At Wymondley site, a short circuit current of 21kA was seen and was cleared within 70ms. At Eaton Socon Substation, the short circuit current was 7kA and was cleared within 74ms.

## Transmission System Performance

The short circuit had an impact on the electricity system which can be observed on system measurements from a variety of units available to ESO. Measurements supplied by Orsted taken at the Transmission Interface Point for the Hornsea connection at Killingholme have been of significant assistance. Measurements labelled ‘Hornsea’ are those provided by Orsted. Figure 5 shows where voltage measurements discussed here were taken from.

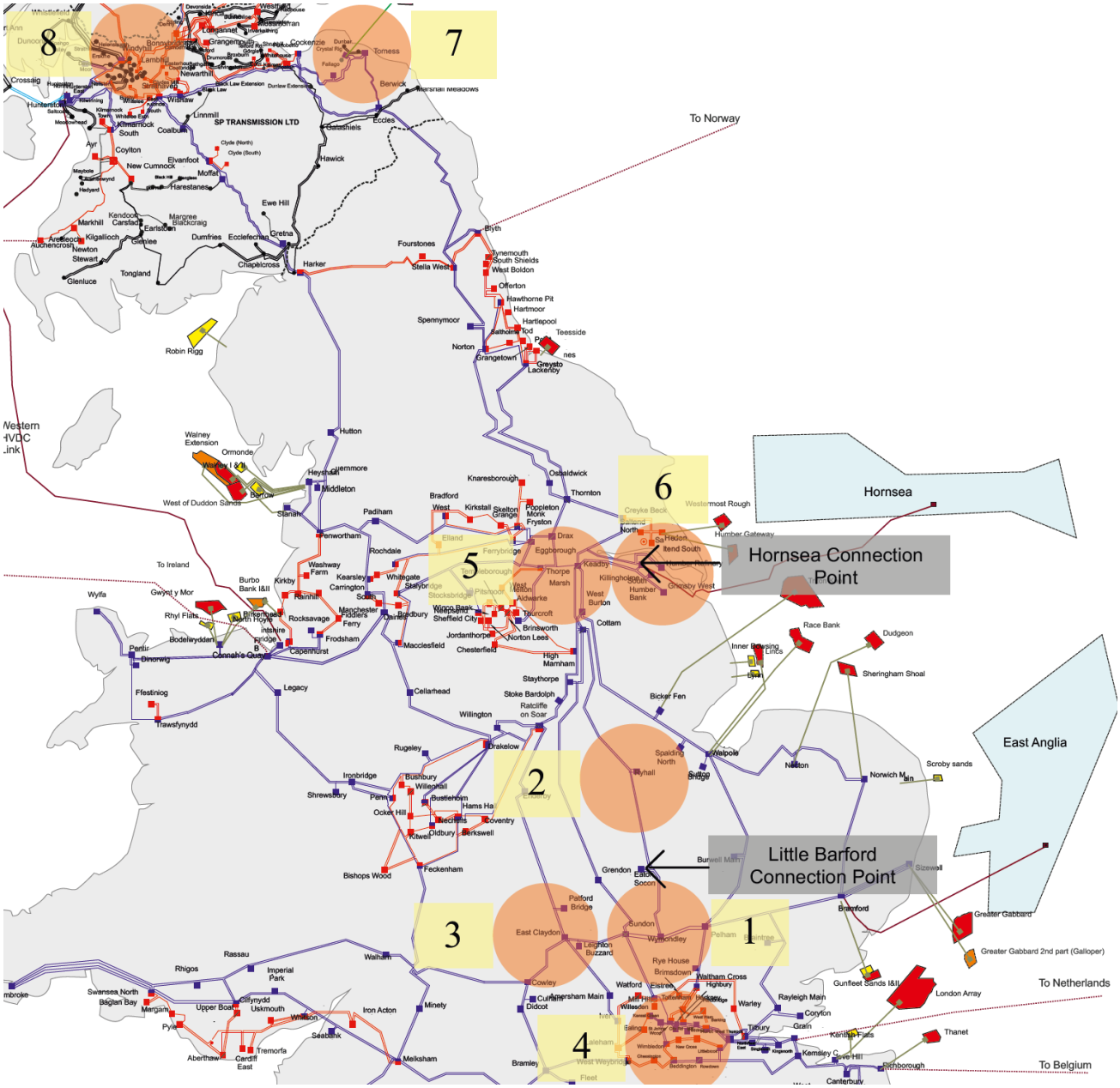



**Figure 5 – location of voltage measurements**

The system response seen at 16:52 is consistent with expectations for a lightning strike on the Eaton Socon-Wymondley circuit. Figure 6 below shows voltages measured at locations highlighted in Figure 5.

The measurements in Figure 6 show voltages at the time of the short-circuit on the Eaton Socon-Wymondley overhead line and recovering to normal less than 100ms later after the circuit is de-energised. The voltage dip is larger at locations near to the short-circuit, with the largest dip observed at Wymondley. All measurements indicate voltages stayed above the Fault Ride Through profile specified in the Grid Code and returned to within steady state limits after the event.

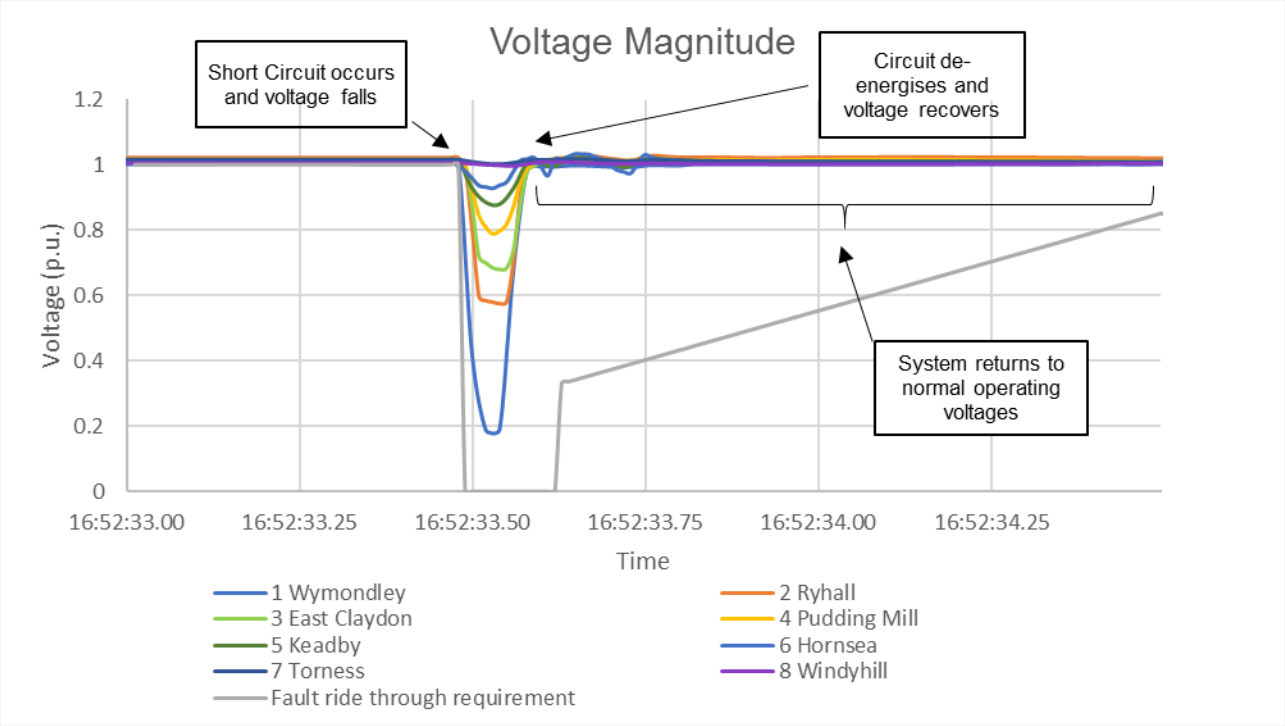



**Figure 6 – single phase voltage profile at various locations**

## 4.2. Generation Performance

### 4.2.1. Hornsea

Hornsea offshore wind farm owned by Orsted is a 1,200MW wind farm connected to the main transmission system at Killingholme 400kV substation, which at the time of the event had a declared capability of 800MW.

Following the lightning strike (and clearance of the fault) on the Eaton Socon-Wymondley circuit, Hornsea immediately de-loaded from 799MW to 62MW. The timing and magnitude of the active power reduction are shown in Figure 7.

Hornsea have confirmed that a system voltage fluctuation was seen at the onshore connection point coincident with the fault and clearance. The reaction to the voltage dip resulting from the fault by Hornsea's control systems was as expected in attempt to accommodate and address the system condition. We can see this response in Figure 8.

However, very shortly afterwards when the transmission system voltage recovered on clearance of the short circuit, as shown in Figures 7&8, the reaction of Hornsea wind farm as seen at the onshore connection point showed unexpected large swings in active power and reactive power which should not have occurred. Similar large swings are seen in data recorded at the offshore wind farm.

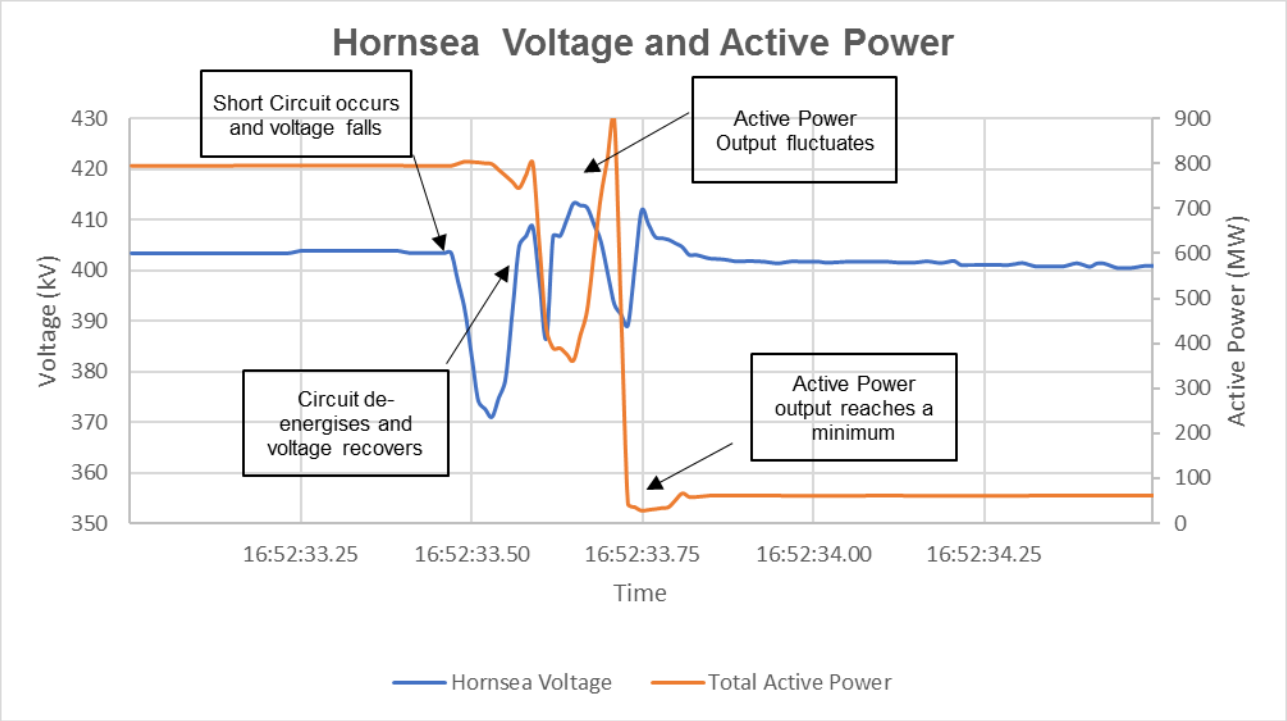



**Figure 7 – Voltage and Active Power at Hornsea**

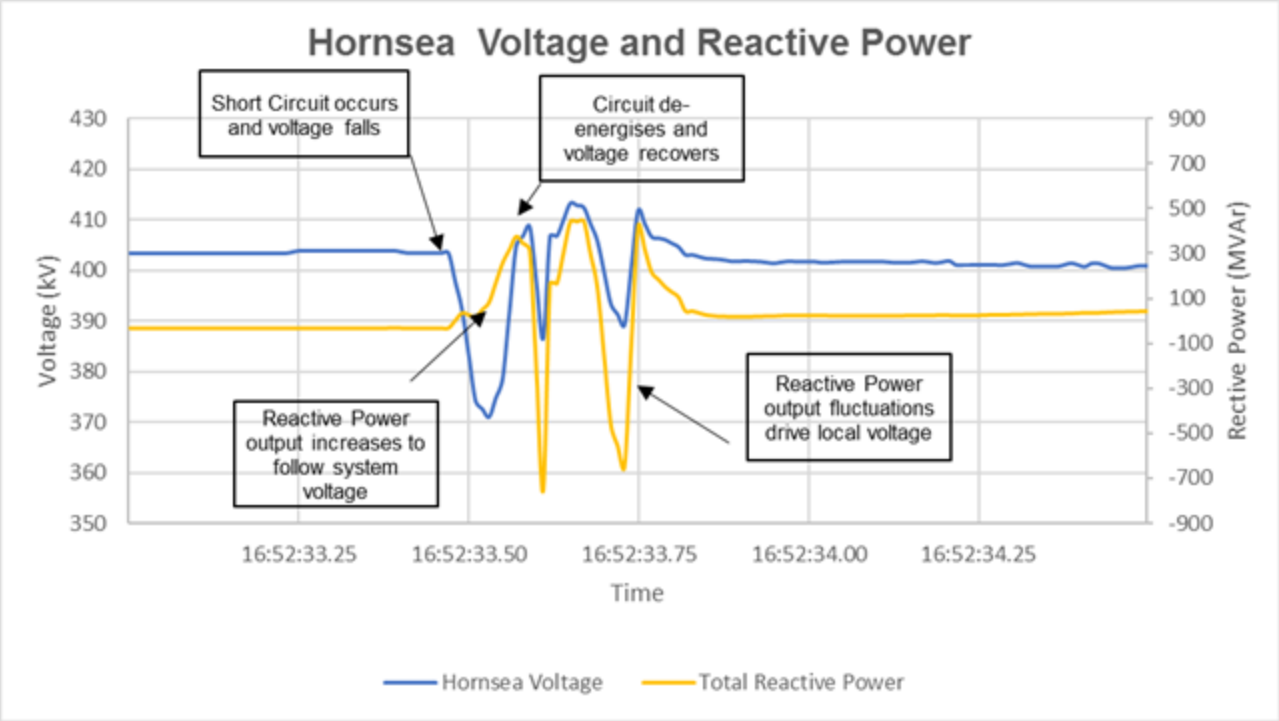



**Figure 8 – Voltage and Reactive Power at Hornsea**

Orsted have carried out an investigation and provided a Hornsea Technical Report which can be found in Appendix D.

Orsted's report advises the following:

*Initially, Orsted understood that the Dynamic Reactive Compensator (DRC) was responsible for the rapid de-load of Hornsea-1. Orsted have since concluded that the DRC worked as designed and was not the cause of the de-load.*

*The configuration of the Hornsea network, with one SGT and one offshore transmission system user asset (OTSUA Circuit) on outage, was a contributory factor as it created a weak internal network environment. Subsequently Orsted have reviewed and reconfigured their network.*

*The wind turbine settings were standard settings from the manufacturer. During the incident, the turbine controllers reacted incorrectly due to an insufficiently damped electrical resonance in the sub-synchronous frequency range, so that the local Hornsea voltage dropped and the turbines shut themselves down.*

*Orsted have since updated the control system software for the wind turbines and have observed that the behaviour of the turbines now demonstrates a stable control system that will withstand any future events in line with Grid Code and CUSC requirements.*

Appendix G provides the Compliance Testing report for Hornsea and Little Barford.

### 4.2.2. Little Barford

Little Barford owned by RWE is a 740MW CCGT connected to the transmission system at Eaton Socon 400kV substation.

Near instantaneous to the lightning strike on Eaton Socon – Wymondley line, the Steam Turbine (ST1C) unit at the Little Barford Gas Power Station tripped with the immediate loss of 244MW.

Little Barford's preliminary technical report submitted by RWE is included Appendix E. The report advises the following:

*The initiation of the trip of Little Barford steam turbine (ST1C) was caused by a discrepancy between the measurements from three speed signals. A review of hardware, software, fault handling and diagnostic coverage for the conditions that the Steam Turbine was subjected to is ongoing.*

*Normal operation of Little Barford power station following the loss of the steam turbine is for the steam generated from the Gas Turbines to be fed directly into the condenser in a steam bypass mode of operation. RWE have confirmed that for reasons presently unknown, after approximately 1 minute the first gas turbine tripped due to a high-pressure excursion in the steam bypass system. This trip occurred automatically and shut the gas turbine (GT1A) down. The second gas turbine (GT1B) was manually tripped by the RWE operational staff in response to high steam pressures around 30 seconds later. In total this meant a total loss at Little Barford of 641MW.*

*RWE have confirmed that their Uninterrupted Power Supply (UPS) functioned correctly to enable continuity of supply to plant equipment. RWE do not believe the UPS operation was related to the subsequent turbine trips detailed below. During a forthcoming outage in September 2019, the OEM will undertake resilience testing to reaffirm the functionality of the system.*

*A physical inspection of the bypass system is now planned during a forthcoming outage in September 2019 to determine the root cause of the pressure excursions.*

Appendix G provides the Compliance Testing report for Hornsea and Little Barford.

### 4.2.3. Embedded Generation

Analysis undertaken by ESO has shown that some parts of the system may have experienced a rate of change of frequency of 0.125Hz/s or above and/or a Vector Shift exceeding $6^{O}$, which is likely to have led to RoCoF and/or Vector Shift events.

Post event, ESO contacted all DNO's and requested data related to the volume of embedded generation that was disconnected or changed output during the power system event on 09 August.

DNOs were asked to indicate the reason for the change of output, for example RoCoF, Vector Shift, Active Network Management (ANM) operation.

All DNOs have responded to this request and indicated a combined total of 462MW of embedded generation was lost during the event. In providing their analysis some DNOs noted challenges in obtaining the data due to the way it is collected or stored and without confirmation from generators, DNOs were unable to determine whether a specific generator tripped due to RoCoF or Vector Shift.

Post-event Power System studies undertaken by the ESO have indicated that, for an event such as this, a loss of embedded generation on Vector Shift protection of approximately 150MW would be expected. Therefore, based on this plus the data provided by the DNO's, it is estimated that approximately 350MW of embedded generation was lost due to RoCoF[2].

A number of embedded generators and demand customers have advised that their protection operated when the frequency reached 49Hz and as such they were disconnected from the system. The net effect of this disconnection has been modelled as a 200MW loss of generation. Protection operating at this frequency was not expected and has not previously been observed.

## 4.3. Demand disconnection and restoration

The Grid Code, requires each DNO to make arrangements that will enable automatic disconnection of demand if the frequency on the transmission system drops below 48.8Hz. The amount of demand that is disconnected is in staged "Blocks" (5%, 7.5% and 10%) to increase the amount of demand disconnected if the frequency continues to drop. This scheme is the Lower Frequency Demand Disconnection (LFDD) scheme. The DNO's have indicated that 931MW (3.2%) of demand was automatically disconnected by the operation of the LFDD scheme.

The LFDD process worked largely as expected. While the process provided slightly lower than 5% of demand this did not materially impact the function of the LFDD in returning the frequency to normal operational parameters.

## 4.4. Frequency Response

### 4.4.1. Response Holding on August 9th 2019

The largest secured loss on the event day was 1,000 MW. In order to keep the frequency above 49.5Hz for this level of infeed loss, the response holding was calculated and planned as below.

| Service | Provider type | Lower Frequency response held (MW) | |
|---|---|---|---|
| | | Primary response | Secondary response |
| Dynamic – Generation (Mandatory response) | BM | 284 | 325 |
| Dynamic – Firm Frequency Response | BM & Non-BM | 259 | 270 |
| Dynamic – Enhanced Frequency Response | BM & Non-BM | 227 | 227 |
| Static – Firm Frequency Response | Non-BM | 21 | 261 |
| Static – Low Frequency Response through auction | Non-BM | 31 | 31 |
| Static - Interconnectors | BM | 200 | 200 |
| **Total** | | **1022** | **1314** |

**Table 3 - Frequency response holding**

[2] Note - ESO simulation data indicates that the overall total embedded generation loss could be slightly higher (580MW v 500MW) – see also section 4.4.2

An explanation of how frequency response requirement and procurement is managed is explained in Appendix H.

### 4.4.2. Modelling of Frequency Holding

The ESO has performed frequency simulation studies for the system configuration on 09 August to answer the questions:

1. Can the frequency trace of the event be explained using a simulation?
2. Would the frequency have remained within limits if the loss had been limited to the 1,000MW, the maximum loss for which the system had been secured?

Answering the first question provides confidence that the model can represent the dynamics of the system whist answering the second demonstrates that the security standard had been applied correctly on the day. In addition, the frequency performance during an actual 1,000MW event on a similar day has been analysed.

#### 1. Simulation of the 9th August event

The Frequency Simulation Engine (FSE) is used by the ESO to calculate the frequency response holding required to keep frequency within limits for a given loss and set of system conditions. This has been used to simulate the 09 August incident.

An event such as this is complex with many different things happening and so it is unlikely that we can explain all of the movements in the imbalance. It is useful to analyse this trace to understand whether we can infer more about what happened. Appendix I provides further detail on the modelling and simulations conducted.

Key elements of the trace are due to the known losses at Hornsea and Little Barford together with the embedded generation disconnected through Vector Shift and RoCoF. A number of asset owners, both demand and generation, have highlighted that their under-frequency protection operated at 49Hz, disconnecting both demand and generation. Analysis of the frequency trace indicates that the net effect of this protection operation was a reduction of generation of approximately 200 MW.

Our simulation maps closely to the actual frequency trace – see Figure 9 below – where the dotted line is the simulation results and the black line is the actual smoothed frequency from the event.

*Note: Modelling inputs complete at 16:54 hence the deviation of the trace from this point onwards.*

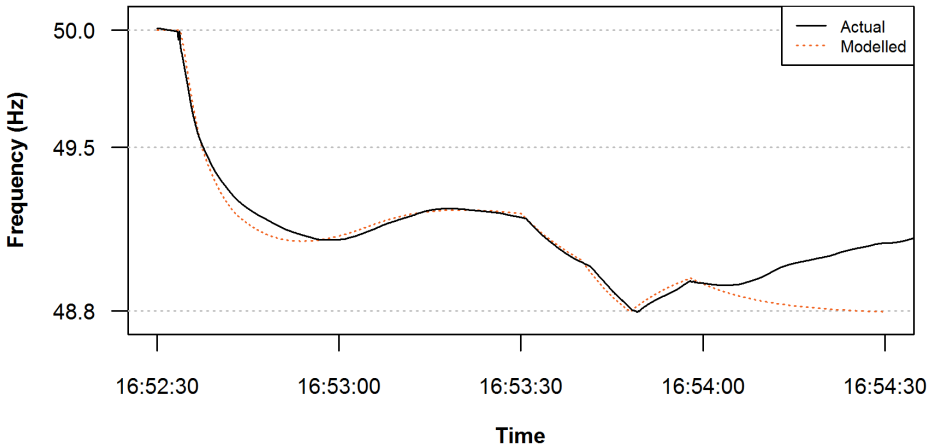



**Figure 9 – Frequency Trace of the event vs Modelled Frequency Trace**

## 2. Modelling a 1,000 MW loss

Two simulations have been carried out for a loss of 1,000MW using the same inertia and demand as for the simulation of the incident. In the first simulation, the frequency response has been modelled using the fully available contracted volume for that period of the day. A second simulation has then been carried out using the actual delivery of the contracted volume of frequency response on 09 August. The results of the simulation are plotted below. In both cases the frequency does not go below 49.5Hz, is restored to operational limits and so the system would have remained secure for a 1,000MW loss as planned.

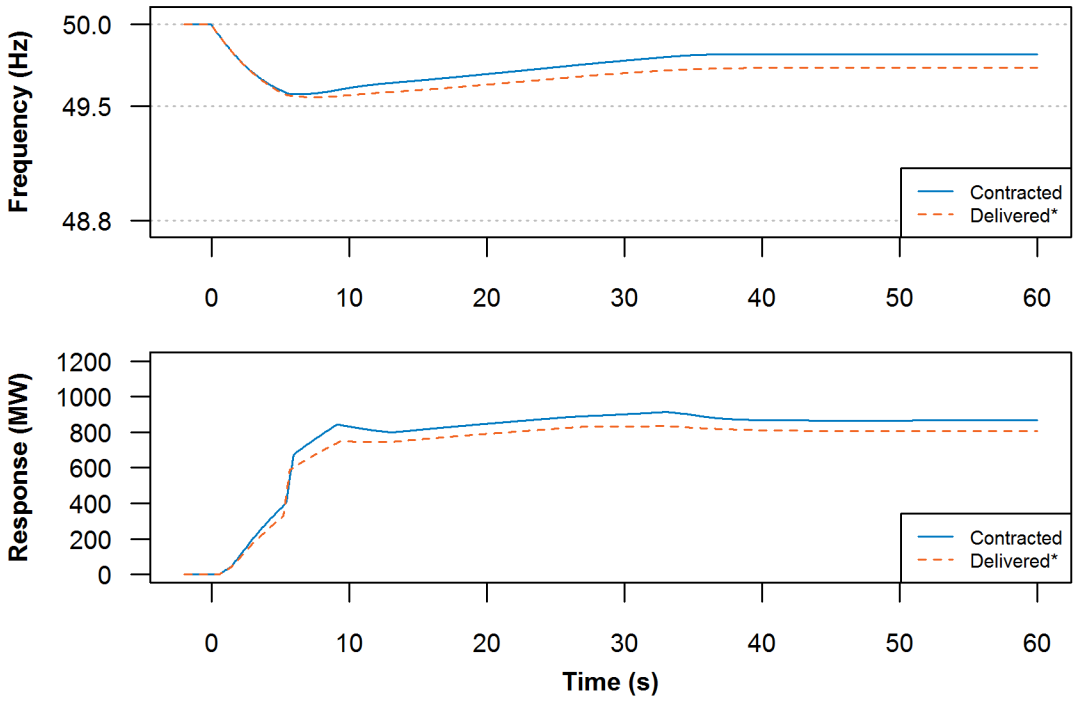



**Figure 10 - Simulation of 1,000 MW loss in FSE**

## 3. Comparison with historical days

The simulations outlined above indicate that the system frequency would have remained within limits on 09 August for a loss of 1,000MW as planned. This provides confidence that the security standards were applied correctly. The ESO has augmented this analysis with an examination of historical data.

On 1st July at 08:27 the NEMO interconnector tripped while importing 1,000MW from Belgium to GB resulting in an instantaneous loss of 1,000MW on the system. The system conditions were very similar to those of 09 August as shown in the table below.

| | 01 July | 09 August |
|---|---|---|
| Demand | 28 GW | 29 GW |
| Inertia | 201 GVAs | 210GVAs |
| Largest planned loss | 1,000 MW | 1,000 MW |
| Frequency Response Holding | 1,087 MW | 1,022 MW |

**Table 4 – Comparison of system conditions between 1st July and 9th August**

The same procedure was used on both days to set the volume of frequency response. The actual frequency trace for the instantaneous loss of 1,000MW on 01 July is shown in the figure below. The frequency remains above 49.5Hz. This gives further confidence that the security standards have and are being applied correctly to size the volume of frequency response. Given the system conditions on 01 July were very close to those on 09 August, this strongly suggests that the frequency would have remained above 49.5Hz for a trip of 1,000MW on 09 August.

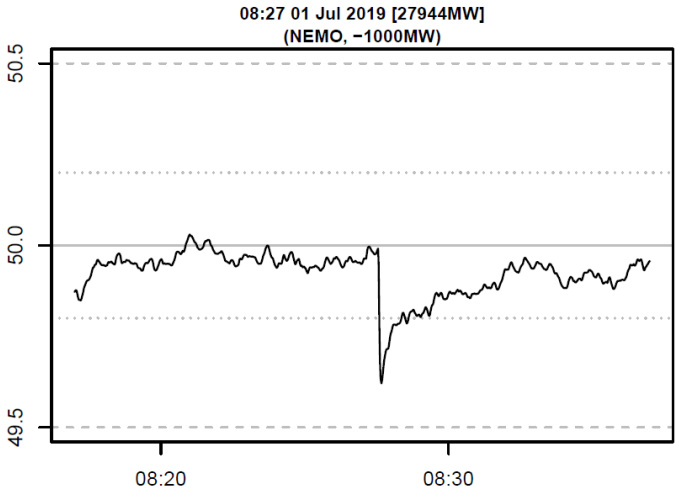



**Figure 11 – Frequency Trace from 1st July 2019**

#### 4. Modelling Conclusion

From the simulations and the analysis of a similar historical day, it can be concluded that frequency would have remained above 49.5Hz on 09 August for the loss of the single largest infeed of 1,000MW.

### 4.4.3. Delivery of Frequency Response

At the time of the event the amount of low frequency response being held was 1,022MW primary and 1,314MW secondary. This response is held across both BM and non-BM providers and is either dynamic (continuously responding to frequency) or static (acting at a specified trigger level). The performance of response providers by frequency response service type can be found in table below:

To date, of the 1,022MW and 1,314MW of response holding, the ESO has worked with providers and used internal data to validate the performance of 91% of all primary and secondary that was being held at the time (i.e. 945MW and 1,202MW respectively). See table 5 over.

Of the validated response holding the ESO can confirm that 89% of primary (841MW) and 88% of secondary (1055MW) response performed as expected and in line with its contractual obligations.

In the operation of the system and provisioning of response conservative modelling assumptions are employed to ensure there is contingency if not all contracted response delivers. The overall response performance on 09 August was broadly in line with these planning assumptions. Nevertheless, there was some under-performance and this is being followed-up with the specific providers.

| Service | Provider type | % validated low frequency response delivered at 30 seconds versus Total MW response held | |
|---|---|---|---|
| | | Validated Primary response | Validated Secondary response |
| Dynamic – Generation (Mandatory response) | BM | 103% of 284 MW | 102% 325 MW |
| Dynamic – Firm Frequency Response | BM & Non-BM | 74% of 259 MW | 81% of 270 MW |
| Dynamic – Enhanced Frequency Response | BM & Non-BM | 94% of 227 MW | 94% of 227 MW |
| Static – Firm Frequency Response | Non-BM | 0% of 21 MW | 67% of 261 MW |
| Static – Low Frequency Response through auction | Non-BM | 71% of 31 MW | 71% of 31 MW |
| Static - Interconnectors | BM | 100% of 200 MW | 100% of 200 MW |
| **Total** | | **89%** | **88%** |

**Table 5 – Validated Frequency Response Performance**

# 5. Impact

Through the events of the evening of Friday 09 August over a million customers and thousands of commuters were directly affected. The ESO and the industry are acutely aware of the level of disruption surrounding the incident and have been actively working with key stakeholders in order to understand, in detail, the nature and scale of that disruption and ensure that lessons can be learned.

We have been working with the DNOs, Network Rail and Govia Thameslink Railway to understand the impacts in more detail. The latest understanding of the demand impacts is set out below; recognising that in some cases investigations are still ongoing.

## 5.1. Distribution Demand

Table 7 summarises the customer impact in terms of total demand lost, customers affected and final restoration time. The information is based on DNO reported data as of 13 August 2019 at 12:00.

The total loss of demand, due to LFDD relay operation was 1,152,878 customers or 931MW, which represents 3.2% of national transmission demand at the time of the event (29GW).

Demand restoration was initiated by the ESO with instruction to regional DNOs starting at 16:58 and reported completed by 17:37. However, disruptions following demand restoration continued beyond 17:37 while customers continued to recover their own systems.

| Reporting DNO | | MW of disconnected demand by LFDD | Customers Affected | Final Restoration Time of Demand |
|---|---|---|---|---|
| Scottish Hydro Electric Power Distribution (SHEPD) | | 0 | | |
| Scottish Power (SP) | | 22 | 23,117 | 16:59 |
| Northern Power Grid (NPG) | North East | 76 | 93,081 | 17:18 |
| | Yorkshire | 14 | 10,571 | 17:12 |
| Electricity North Limited (ENW) | | 52 | 56,613 | 17:17 |
| SP Manweb | | 130 | 74,938 | 17:15 |
| Western Power Distribution (WPD) | East Midlands | 122 | 150,445 | 17:25 |
| | West Midlands | 160 | 187,427 | 17:37 |
| | South Wales | 36 | 29,060 | 17:11 |
| | South West | | 110,273 | 17:22 |
| UK Power Networks (UKPN) | Eastern | 69 | 79,390 | 16:56 |
| | London | 174 | 239,861 | 17:37 |
| | Southern | 69 | 81,358 | 17:15 |
| Scottish Electric Power Distribution (SEPD) | | 7 | 16,744 | 17:07 |
| **Totals** | | **931** | **1,152,878** | **17:37** |

**Table 6 - DNO customers affected by LFDD relays**

## 5.2. Critical Infrastructure

### 5.2.1. Rail

The DNOs confirmed that no track supplies were lost due to the DNO's LFDD protection operation. Through their investigation, Network Rail have stated that their supply disruption was likely to have been caused by supply interruption from the DNO networks. Network Rail are to undertake key discussions with the DNOs to explore further. However, there were significant impacts on the rail network during the event as noted below:

- Class 700 and 717 trains shut down north of Farringdon and Kings Cross stations due to their internal protection systems being triggered. The Network Rail overhead line power supply operated continually. The shutdown of these trains had a knock-on impact by delaying all other trains behind them requiring the temporarily closure of London St Pancras and Kings Cross stations which led to Friday rush hour overcrowding.
- While the built-in resilience of Network Rail's electrical power infrastructure meant traction power was maintained to the vast majority of the railway throughout the incident, there were supply related trips which occurred at two DC traction locations which Network Rail are investigating further.
- Eight signal power supplies in principally rural locations suffered minor outages with minimal passenger impact. Network Rail are reviewing resilience at these locations with the DNOs.

Govia Thameslink Railway (GTR) have provided a detailed technical report from their investigation which can be found in Appendix F. The report sets out a summary of events and identifies the cause of the shutdown of the trains which is summarised below.

*The report sets out that all Desiro City Class 700 and Class 717 trains that were operating on AC power suffered a protective shutdown when the frequency deviation fell below 49Hz. Of the approximately 60 Class 700 and Class 717 trains that shutdown, half were restarted by the driver on site performing a reboot of the train, which takes c10mins. The remaining 30 trains required a technician to attend each train with a laptop to reset the trains.*

*GTR have stated this was not how the train system had been specified to operate and the event should not have caused a permanent lockout fault on the trains. The technical specification for the trains states that the trains will continue to operate with supply frequency drops down to 48.5Hz for short periods of time. All other GTR classes of train were unaffected.*

*The effects were exacerbated as the fleet was undergoing a software change which meant the train drivers could not recover trains which were operating on the new software. The train manufacturer, Siemens, are developing a patch which will allow the drivers to recover the trains themselves without the need for a reboot or technician to attend site. In addition Siemens will investigate how the train could be made to operate for a short time with a supply frequency of 48.5Hz.*

The impact to the rail network was that there were 23 train evacuations and thousands of passengers had their journeys delayed with 371 trains cancelled, 220 part cancelled, and 873 trains delayed. London St Pancras and King's Cross stations had to close for several hours due to overcrowding and London Euston went exit only for a period of time.

London Underground have confirmed there were impacts on the London Underground Victoria Line, which was suspended as a result of the event and service was restored at 17:35hrs. UKPN have confirmed that LFDD did not impact the Victoria line. The UKPN control room made contact with LUL who confirmed they did not lose power supplies at any stations, but they had an internal traction issue.

## 5.3. Other Priority Loads Affected

We are aware of other impacts two of which we have investigated are:

### 5.3.1. Ipswich Hospital

Ipswich Hospital internal protection operated coincident with the timeframe of the lightning strike. Time stamped data from UKPN shows that the hospital's load reduced by half in a period of 14 seconds.

UKPN have confirmed that the hospital was not part of their LFDD protection zone and that the LFDD did not affect the substations supplying the hospital.

### 5.3.2. Newcastle Airport

Newcastle Airport is connected to the NPG Network. NPG have confirmed that the airport was disconnected as a result of the LFDD operation. The LFDD scheme operated by NPG worked as planned. NPG are nonetheless reviewing all LFDD allocations. As far as NPG are aware, no Protected Sites under the terms of the Electricity Supply Emergency Code (ESEC) were affected by the incident.

Newcastle International Airport was affected, losing supplies from the network for 18 minutes between 16:53 and 17:11. NPG indicated that the airport's Uninterruptable Power Supply (UPS) and standby generator resilience arrangements for their essential services operated smoothly. On 12 August 2019 Northern Powergrid (Northeast) Limited received a request from Newcastle International Airport to be categorised as a Protected Site under ESEC and it has now been registered as such.

# 6. Communication

ESO communication activities can be categorised in 3 broad areas: 1) operational communications; 2) engagement with government and the regulator; and 3) external communications with media and wider industry.

## 6.1. Operational Communications

ESO control room commenced communication with DNOs and NGET control room within 2 minutes of the initial fault. Table below lists the operational calls following the fault and until the final restoration was reported to the ESO control room.

Timestamps of the key operational communications are summarised below.

[16:56] First report of demand disconnection from DNO was received by the ESO control room. Reports continued to arrive with number of customers and load lost. Enquires were received about when demand restoration could begin.

[16:58 to 17:16] Demand restoration instruction to DNOs was initiated by the ESO control room. The demand was instructed to restore in a progressive manner.

[17:23] The first Significant Incident Report (SIR) request (Grid Code OC7 and OC10) was received from DNOs requesting information about the event.

[17:32] ESO control room informed NGET control room that DNOs had started restoration.

[17:34] First DNO report was received that their demand had been fully restored. Post-event analysis indicated the earliest restoration was completed at 17:07 and the last customers were reconnected at 17:37.

[18:34 and beyond] Last report from DNO informing their demand restoration was received. Demand and lost customer figures continued to be supplied by DNOs.

| | DNO Areas | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | SSE | SPED | ENW | NPG North East | NPG Yorkshire | UKPN SPN | UKPN EPN | UKPN LPN | WPD South West | WPD South Wales | WPD West Midland | WPD East Midland |
| When was ESO informed demand loss | 17:01 | 17:01 | 17:01 | 17:01 | 17:01 | 17:04 | 17:04 | 16:58 | 16:56 | | 17:02 | 16:57 |
| When did ESO instruct restoration | 17:06 | 17:13 | 17:10 | 17:08 | 17:10 | 17:13 | 17:14 | 16:58 | 17:08 | | 17:05 | 17:16 |
| When did restoration complete | 17:07 | 17:17 | 17:17 | 17:18 | 17:12 | 17:37 | | | 17:30 | | | |

**Table 7 – DNO Areas Communication times**

Operational communications were generally efficient and effective during the demand restoration process and in the demand loss and restoration reporting process. ESO control room experienced no communication issues with customers or with communication systems.

Whilst some DNOs incorrectly called the NGET control room, NGET control room correctly referred DNO's to the ESO, with no impact on the restoration process.

Indications are that DNOs did ask specific permission from the ESO control room to restore demand. While verbal instructions to DNOs to restore demand did not follow agreed phraseology, they were clear and understood.

## 6.2. Engagement with government and the regulator

Following control room activity to manage the incident and restore the system to normal operations during the period immediately following the event wider stakeholder communications were initiated.

The first communication between the ESO control room and BEIS was at 17:41hrs. At this point the event was generally understood, demand restoration was in progress and further disturbances were considered unlikely.

The first communication with Ofgem was made at 17:51hrs with further communication at 18:17hrs and 18:45hrs and then throughout the weekend.

Further updates to BEIS from the ESO control room were made at 18:09hrs, 19:29hrs and 19:38hrs respectively.

Engagement with BEIS and Ofgem officials continued through Friday evening and into the weekend, via a series of update calls from ESO leadership. Wider government engagement included letters to Secretary of State for Business and Energy and Secretary of State for Transport on Saturday evening. A briefing call was held with Minister of State for Business and Energy on Sunday.

Communications continued throughout week commencing 12 August with a primary focus on the ESO internal review ahead of publication of the ESO Interim Report on 16 August. Communication was also maintained with the office of the Minister of State for Business and Energy, ahead of the Minister's previously arranged visit to the electricity control room on 16 August.

## 6.3. External Communications with Media and Wider Industry

The first ESO external communication was issued at 18:27hrs on 9 August. Communication with media continued both proactively and in response to media contacts through the evening and into the weekend. Communication with wider industry (parties not directly involved, but interested in the event) commenced Monday 12 August, continued through to delivery of the Interim Report on Friday 16 August and beyond.

Table 8 provides the timeline of external communication with media and wider industry.

| Time | Event |
|---|---|
| **FRIDAY** | |
| 18:27 | First Statement – Confirmed that whilst 2 generators had disconnected the system was now functioning properly.<br><br>Published on twitter @NG_ESO and sent to all national energy correspondents, and national print, TV and Radio newsdesks. Shared with BEIS and Ofgem. |
| 20:06 | Second statement – Explained why there had been a power cut and confirmed again that the system had been restored at an NTS and DNO level.<br><br>Published on twitter @NG_ESO and sent to all national energy correspondents, and national print, TV and Radio newsdesks. Shared with BEIS and Ofgem. |
| 20:11 | A video from Julian Leslie offering further explanation issued on Twitter. |
| **SATURDAY** | |
| 08:00 – 13:00 | Broadcast interviews – Radio 4 Today Programme, Five Live, ITV, BBC Breakfast and Sky. |
| 08:33 | Third Statement – Further explanation of events and clarification that National Grid does not generate electricity. |

| | |
|---|---|
| | Published on Twitter @NG_ESO and to all national energy correspondents, and national print, TV and Radio news desks. Shared with BEIS and Ofgem. |
| 12:22 | Update to senior BEIS officials. |
| 19:31 | Fourth Statement – Expressed support for Energy Emergency Executive Committee investigation and highlighted that ESO was in process of internal investigation.<br><br>Published on Twitter @NG_ESO and to all national energy correspondents, and national print, TV and Radio news desks. Shared with BEIS and Ofgem. |
| 20:00 | Emails sent to Secretary of State for BEIS and Department for Transport and Minister of State Kwasi Kwarteng at BEIS providing update on situation. |
| 20:30 | Emails forwarded to Senior Officials and Special Advisors at BEIS, Transport and Number 10. |
| **SUNDAY** | |
| 11:00 | Phone Call between ESO senior team and BEIS Minister of State Kwasi Kwarteng MP. |
| **W/C 12 AUG** | |
| | ESO Media team direct engagement with ENA and relevant members. Setting out preliminary technical findings related to the networks and discussing the planned approach to media and communications ahead of publication of the Interim Report.<br>Materials published on the ESO website to aid understanding of the role of the ESO and the incident on 9 August. |

**Table 8 – Timeline of external communications**

## 6.4. Communications by industry and consumers

### Media statements by others

In the ~90 minutes immediately following the initial fault on the network (starting at 17.09hrs) statements were issued by some DNOs and rail companies stating that the loss of power and subsequent disruption was the result of a National Grid fault. These statements were issued ahead of any communication by the ESO and without engagement or coordination with the ESO communications team.

These public-facing communications did not impact the speed with which the incident was resolved but did drive a large volume of media queries to the ESO.

The following is an example of public facing communication via a repeated tweet over the weekend:

*"The failure of the UK National Grid caused widespread disruption across the country, not least to your journeys on a Friday evening."*

In the absence of information from the ESO, statements made by DNOs and others were taken by the media and consumers to be factually correct. Communications issued by the ESO starting at 18:27 Friday evening and continuing through the weekend sought to give reassurance to the public and clarify the facts of the incident.

### Call volumes to DNO's

Electricity customers across GB can dial the '105' customer helpline to get emergency help and advice, free of charge on mobile and landline phones. Typically, customers will call 105 in the event of a power outage to seek information on likely restoration timelines. Analysis of the volume of calls to the 105 helpline provides a useful indicator of the scale of customer impact across the DNOs and the timeframe for disruption to power supplies with calls dropping off dramatically post 6pm.

| DNO | SSEPD | ENW | SPEN | NPG | UKPN | WPD | TOTAL |
|---|---|---|---|---|---|---|---|
| TIME | | | | | | | |
| 16:00 | 265 | 473 | 632 | 1,008 | 1,030 | 2,074 | 5,482 |
| 17:00 | 1,140 | 2,643 | 2,699 | 5,292 | 6,341 | 15,151 | 33,266 |
| 18:00 | 81 | 64 | 75 | 238 | 200 | 162 | 820 |

**Table 9 - Calls received by the 6 largest DNOs, during the period 4pm to 7pm on 9th August**

# 7. Report Findings

- At 16:52:33 on Friday 09 August 2019 there was a lightning strike on the Eaton Socon – Wymondley 400kV line. This was one of several lightning strikes that hit the transmission system on the day, but this was the only one to have a significant impact.
- The protection systems on the transmission system operated correctly to clear the lightning strike and the associated voltage disturbance was in line with what was expected.
- Two almost simultaneous unexpected power losses – at the Hornsea off-shore wind farm (737MW) and the steam turbine at the Little Barford gas-fired power station (244MW) – occurred independently of one another, but coincident with the lightning strike. As this generation would not be expected to trip off or de-load in response to a lightning strike, this represents an extremely rare and unexpected event.
- The lightning strike also initiated the operation of Vector Shift protection resulting in the tripping of approximately 150MW of embedded generation.
- These events resulted in a cumulative level of power loss greater than the level required to be secured by the Security Standards (1,000MW based on the largest infeed at the time), and as such a large frequency drop outside the normal range occurred.
- The frequency drop caused the further tripping of approximately 350MW of embedded generation on Rate of Change of Frequency (RoCoF) protection.
- Levels of embedded generation tripping due to RoCoF and vector shift were broadly in line with what was expected.
- The total loss of generation at this point was 1,481MW, nevertheless the frequency fall was arrested at 49.1Hz and began to recover as all the response and reserve available was deployed.
- However, one of the gas turbines at Little Barford then unexpectedly tripped from 210MW bringing the cumulative loss of generation to 1,691MW[3]. There were no further reserves left and the frequency fell to 48.8Hz.
- The LFDD scheme was correctly triggered at 48.8Hz and automatically disconnected c.1.1m customers (c. 1GW).
- The disconnection of demand, coupled with the response and reserve in place along with further dispatch of fast acting plant by ENCC, enabled the frequency return to 50Hz within 5 minutes and the system to be sufficiently stable and secure to enable ENCC to permit the re-connection of demand within 15 minutes.
- Reserve providers in aggregate delivered approximately 90% of contracted levels. While this is broadly in line with our modelling assumptions, there were variations across the portfolio and there will be specific follow-up with any provider who fell short of their contracted position.
- The DNO's quickly restored supplies within 40 minutes once the system was in a stable and secure position.
- Several critical loads were affected for a longer duration by the action of their own systems, in particularly rail services.
- The ESO contacted BEIS at 17:40 and Ofgem at 18:00. The initial media statement by the ESO issued at 18:27 with a subsequent statement at 20:06 and a video from the Head of National Control being posted at 20:11.
- The disruption to rail services extended through Friday evening and into Saturday morning due to the fact that approximately 30 trains stopped operating and could not be restarted following the original frequency drop to 49Hz. Restarting them required a technician with a laptop to attend each train which took some time. With these trains stopped on the tracks there were severe delays across the rail network.

[3] The second Gas Turbine at Little Barford tripped from 187MW after the initiation of LFDD bringing total generation lost through the event to 1,878MW. The effect of this second GT trip was absorbed by the action of LFDD and the additional plant dispatched by the ENCC.

- Based on our analysis we have identified the following areas where lessons can be learned:
    - Communication processes and protocols, in particular during the first hour, should be reviewed to support timely and effective communication in any future event;
    - The list of facilities connected to the LFDD scheme should be reviewed to ensure no critical infrastructure or services are inadvertently placed at undue risk of disconnection; and
    - The settings on the internal protection systems on electric trains should be reviewed to ensure they can continue to operate through ‘normal’ disturbances on the electricity system.

# 8. Conclusions and Next Steps

## System Resilience Standards

Two almost simultaneous unexpected power losses at Hornsea and Little Barford occurred independently of one another but each coincident with a lightning strike. This caused a significant loss of power from the grid and represented an event beyond the standards to which the system is normally secured.

The scale of generation loss exceeded the normal automatic protection systems and reserve holdings and resulted in automatic disconnection of 1GW of demand in order to preserve the system (and allow supply to continue for the remaining 28GW of demand). These systems worked in line with their design to protect as much electricity demand as possible. However, there was significant knock-on disruption from the event (see conclusion on rail services below) and to other critical infrastructure.

*Recommended Action: Review the security standards (SQSS) to determine whether it would be appropriate to provide for higher levels of resilience in the electricity system. This should be done in a structured way to ensure a proper balancing risks and costs.*

## Rail Services and Critical Infrastructure

It would appear that the major transport infrastructure impacts were caused by unexpected operation of individual train protection systems (and not LFDD) which resulted in a number of trains north of London stopping. A proportion of these stopped trains had a very slow restart process, leading to significant congestion and delays in stations and the rail network serving routes north out of London. It was this unexpected operation of train protection and slow restart which appears to have caused the major transport impacts.

*Recommended Action: Assess whether it would be appropriate to establish standards for critical infrastructure and services setting out the range of events and conditions on the electricity system that their internal systems should be designed to cater for.*

## Embedded Generation

During the event, approximately 500MW of embedded generation tripped on Loss of Mains protection (vector shift and Rate of Change of Frequency). The ESO has recently initiated a three-year programme to change this protection across the many thousand embedded generation facilities to ensure it does not trip in such circumstances.

*Recommended Action: Review the timescales for delivery of the Accelerated Loss of Mains Change Programme to reduce the risk of inadvertent tripping and disconnection of embedded generation, as GB moves to ever increasing levels of embedded generation.*

## Communications

Communication during such an event, to the public and key parties such as BEIS and Ofgem, particularly in the first hour is critical. Although the immediate electrical event was over within an hour, the communications arrangements in place should be improved to help ensure a clear understanding of the event is communicated to all parties.

*Recommended Action: In addition to the changes in its first-hour communications processes that the ESO has initiated, there should also be a wider industry review, including BEIS, Ofgem, the ENA and other stakeholders to establish new and enduring communication arrangements for similar events.*

Recommendations made should be considered by BEIS, Ofgem and wider industry in the context both of the findings in this report and those of the other reviews underway, including those being undertaken by Ofgem and the Energy Emergencies Executive Committee (E3C).

## 9. Glossary of Terms

- **Active Network Management (ANM):** This is a term used to describe control systems that manage generation and load to keep system parameters such as voltage and frequency within predetermined limits. This is usually through an automated system.
- **Balancing Mechanism Unit (BMU):** A BM unit is a grouping of generation and / or demand that trades within the balancing mechanism, altering the flows onto or off the National Electricity Transmission System (NETS), in order to maintain system balance in real time.
- **Non BMU:** If a company supplies a balancing service to the Electricity System Operator but isn't registered as a BMU then they are classified as a Non Balancing Mechanism (non-BM) unit. These providers tend to be smaller generators / demand turn down sources.
- **Connection and Use of System Code (CUSC):** This code is the contractual framework for connection to, and use of, the National Electricity Transmission System (NETS).
- **Combined Cycle Gas Turbine (CCGT):** A common term to describe modern gas fired power stations which combines gas turbines with a steam turbine, to optimise output.
- **Distribution Network Operators (DNOs):** 14 licensed Distribution Network Operators (DNOs) carry the energy generated by power stations and transmitted through the network to their regional distribution services area.
- **Distributed Generation:** Distributed generation (often referred to as embedded or dispersed generation) is electricity generating plant that is connected to a distribution network rather than the transmission network and includes: Combined Heat and Power (CHP) plants, wind farms, hydroelectric power, or one of the new smaller generation technologies.
- **Dynamic Reactive Compensator (DRC):** A device used to provide reactive power and voltage control capability which can respond automatically to changes in system voltage
- **Energy Emergencies Executive Committee (E3C):** The E3C is the principal forum for identifying both the risks and mitigating processes and actions necessary to manage the impact of emergencies affecting the supply of gas and/or electricity to consumers in Great Britain. The Secretary of State for Business, Energy and Industrial Strategy has commissioned the E3C to undertake a review of the events of 9th August.
- **Electricity System Operator (ESO)** As system operator, ESO ensures the flow of energy around Great Britain, monitors the supply of energy provided by powers stations, and instructs generators in order balance demand and supply one second by second basis. The ESO can take preventive actions to ensure the protection of critical assets but does not own power station infrastructure and is not responsible for their maintenance.
- **Energy Networks Association (ENA):** The ENA is a trade association who represents regulated gas and electricity network owners as well as the Electricity System Operator.
- **Electricity Network Control Centre (ENCC):** The Electricity National Control Centre is responsible for the real time operation of the Great Britain (GB) power system. The control room balances demand for energy with supply from generators on a second by second basis.
- **Firm Frequency Response (FFR):** This is a commercial provision of frequency response. It can either be primary response (delivers within 10 seconds) or secondary response (delivers within 30 seconds). This response can also be dynamic (continuously provided service to manage the normal fluctuations in the frequency) or static (a discrete capability delivered at a specific frequency set point).
- **Mandatory Frequency Response (MFR):** As a condition of their licence, generators are obliged to comply with the Grid Code, which stipulates that they need to provide mandatory frequency response.
- **Grid Code:** The Grid Code specifies technical requirements for connection to, and use of, the NETS. Compliance with the code is a requirement under the CUSC.

- **Infeed Loss (Normal):** This is the volume of Megawatts that the system is secured against for the instantaneous loss of generation on the system which is calculated to make sure that the maximum frequency deviation should not exceed 0.5Hz.
- **Infeed Loss (Infrequent):** Securing against an infrequent infeed loss of generation, is set at a level so that frequency should not deviate outside the range of 49.5Hz to 50.5Hz for more than 60 seconds. The current maximum upper limit for an infrequent infeed loss risk is 1800MW.
- **Independent Distribution Network Operator (iDNOs):** These organisations develop, operate and maintain local electricity distribution networks which are directly connected into the Distributed Network Operator (DNO) networks.
- **Low Frequency Demand Disconnection (LFDD):** The electricity system operator has the ability through Grid Code Operating Code No.6 ("OC6") to instruct demand controls in instances where Voltage Reduction (VR) or Demand Disconnection (DD) is required to balance energy running through the system. There are several reasons why the ESO would instruct this action, including ensuring overall integrity of the NETS during major system disturbances. The Low Frequency Demand Disconnection is an automatic back-up system for exceptional events. It is set up in agreement with the ESO by DNOs to reduce their demand in 5% stages of total demand (up to 40% available) to help reduce the fall in frequency in the event of losses in generation or interconnector infeeds.
- **Loss of mains (LOM):** Small generators connected to the distribution network, have protection relays installed to safely stop generating when it is detected that they are no longer connected to the main electricity system. These relays will detect loss by either monitoring the rate of change of frequency or the change in voltage phase angle.
- **National Electricity Transmission System (NETS):** This is the system consisting of high voltage electricity lines owned or operated by the three transmission licensees within Great Britain. The term also encapsulates a number of offshore transmission lines.
- **Offshore Transmission Owners (OFTOs):** operate and maintain electrical transmission assets. In some cases, they also design and build these assets. In other cases, Generators design and build the electrical transmission assets and then transfer them to OFTOs at constructions completion.
- **RoCoF:** This stands for Rate of Change of Frequency. These relays are intended to protect embedded generators against a loss of mains. These relays disconnect the generators if the RoCoF is greater than 0.125Hz/s, disconnecting them from the system safely.
- **Security and Quality of Supply Standards (SQSS)**. The Security and Quality of Supply Standards set out criteria and the methodology for planning and operating the National Electricity Transmission System (NETS).
- **System Operator – Transmission Owner Code (STC):** This code regulates the relationship and specifies the operational procedures between the System Operator and Transmission Operators.
- **Transmission Operator (TO):** The UK power network consists of three onshore Transmission Operators (TOs): National Grid Electricity Transmission Plc (NGET) (England, Wales), Scottish Power Transmission Limited (southern Scotland) and Scottish Hydro Electric Transmission Plc (northern Scotland, Scottish islands groups). Transmission operators maintain, operate and develop the core electrical transmission infrastructure used to transmit electricity around Britain.
- **Vector Shift:** This is another form of Loss of Mains protection, which disconnects the generator from the system safely when it detects a fault. The trigger for vector shift relays operating is voltage phase angle and not the rate of change of system frequency.

- Report Ends -

N

0 10 20 30 40 50 Meters

**Key:**

- Extent of injunction area (2416m)
- Notice locations

| MJA | WM | 30/09/25 | WM | B |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:2,250 |

Site

STAYTHORPE POWER STATION

Title

PLAN 1B

SITE SECURITY

NOTICE LOCATIONS PLAN

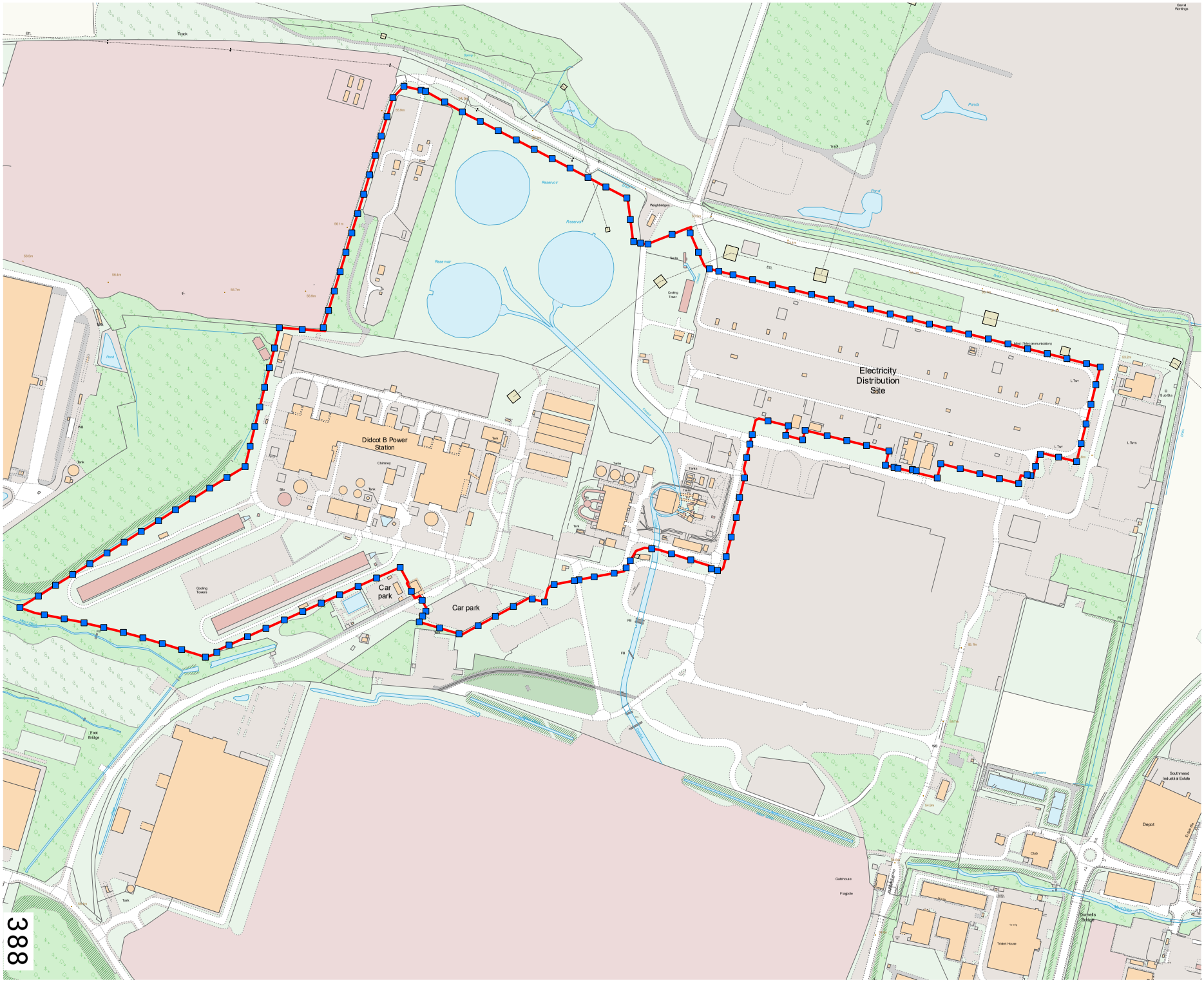
Status

FINAL

Drawing Number

RWE/STYTH/PMS/0006/B

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.




N

0 20 40 60 80 100 Meters

**Key:**

Extent of injunction area (3716m)

Notice locations

| MJA | WM | 30/09/25 | WM | A |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:4,250 |

Site

DIDCOT POWER STATION

Title

PLAN 2B

SITE SECURITY

NOTICE LOCATIONS PLAN

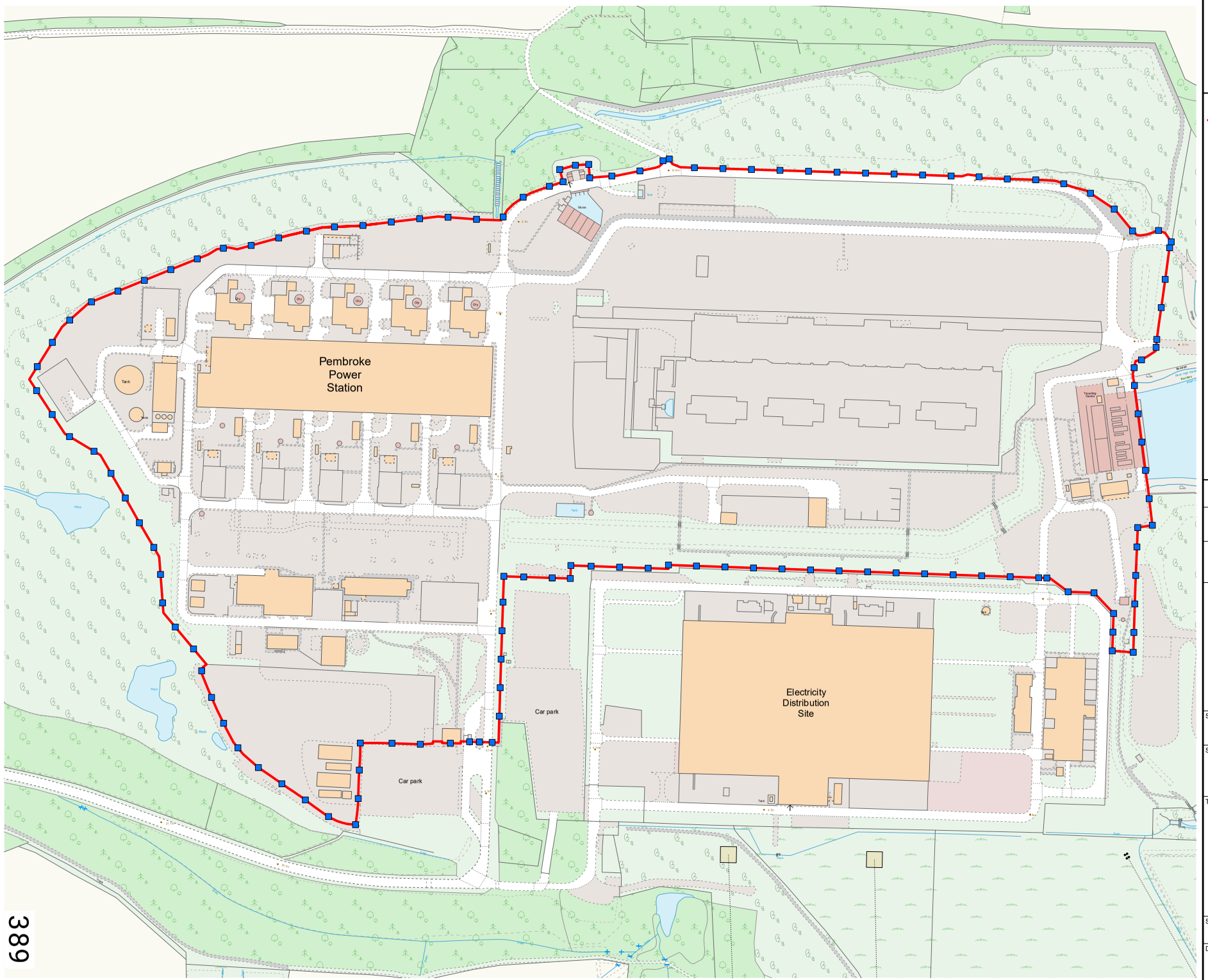
Status

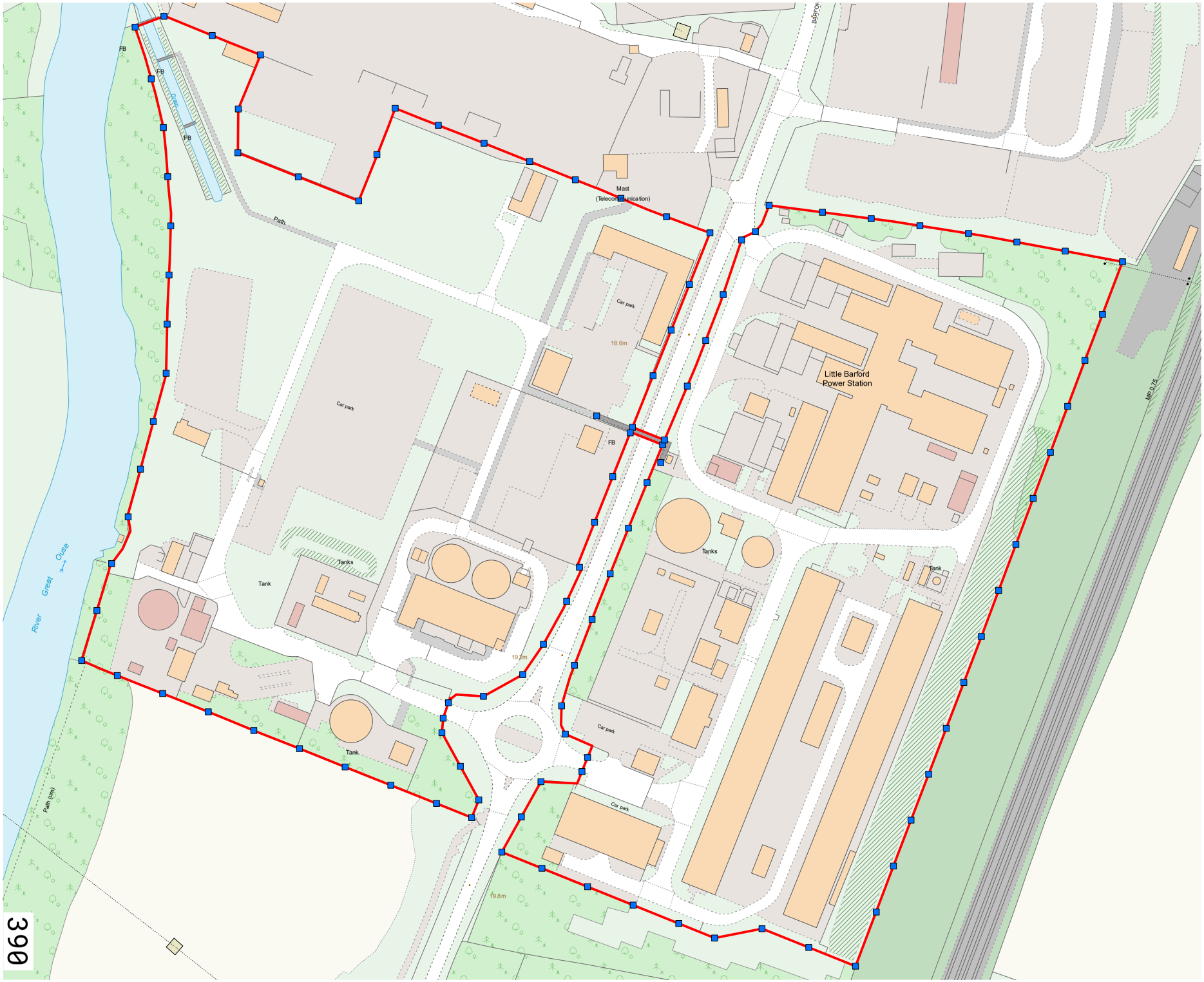
FINAL

Drawing Number

RWE/DDCOT/PMS/0043/A

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.


Pembroke
Power
Station
Electricity
Distribution
Site
Car park
Car park
Tank
Tank
Tank
Tank
Pond
Pond
Pond




N

0 10 20 30 40 50 Meters

**Key:**

Extent of injunction area (2485m)

Notice locations

| MJA | WM | 30/09/25 | WM | B |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:1,750 |

Site

LITTLE BARFORD POWER STATION

Title

PLAN 4B

SITE SECURITY

NOTICE LOCATIONS PLAN

Status

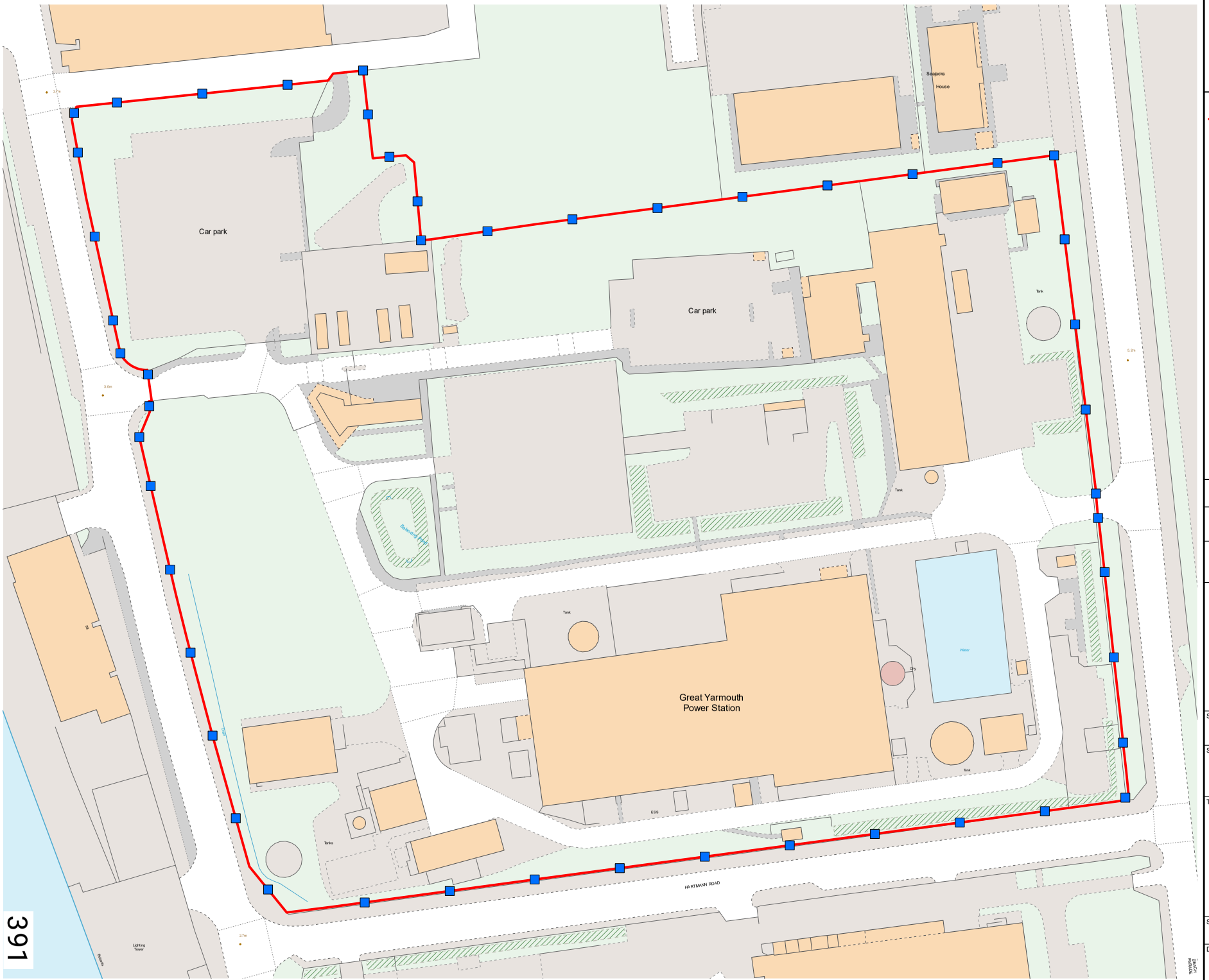
FINAL

Drawing Number

RWE/LTLBR/PMS/0004/B

390

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.




N

0 5 10 15 20 25
Meters

**Key:**

Extent of injunction area (1020m)

Notice locations

| MJA | WM | 30/09/25 | WM | B |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:1,000 |

Site

GREAT YARMOUTH POWER STATION

Title

PLAN 5B

SITE SECURITY

NOTICE LOCATIONS PLAN

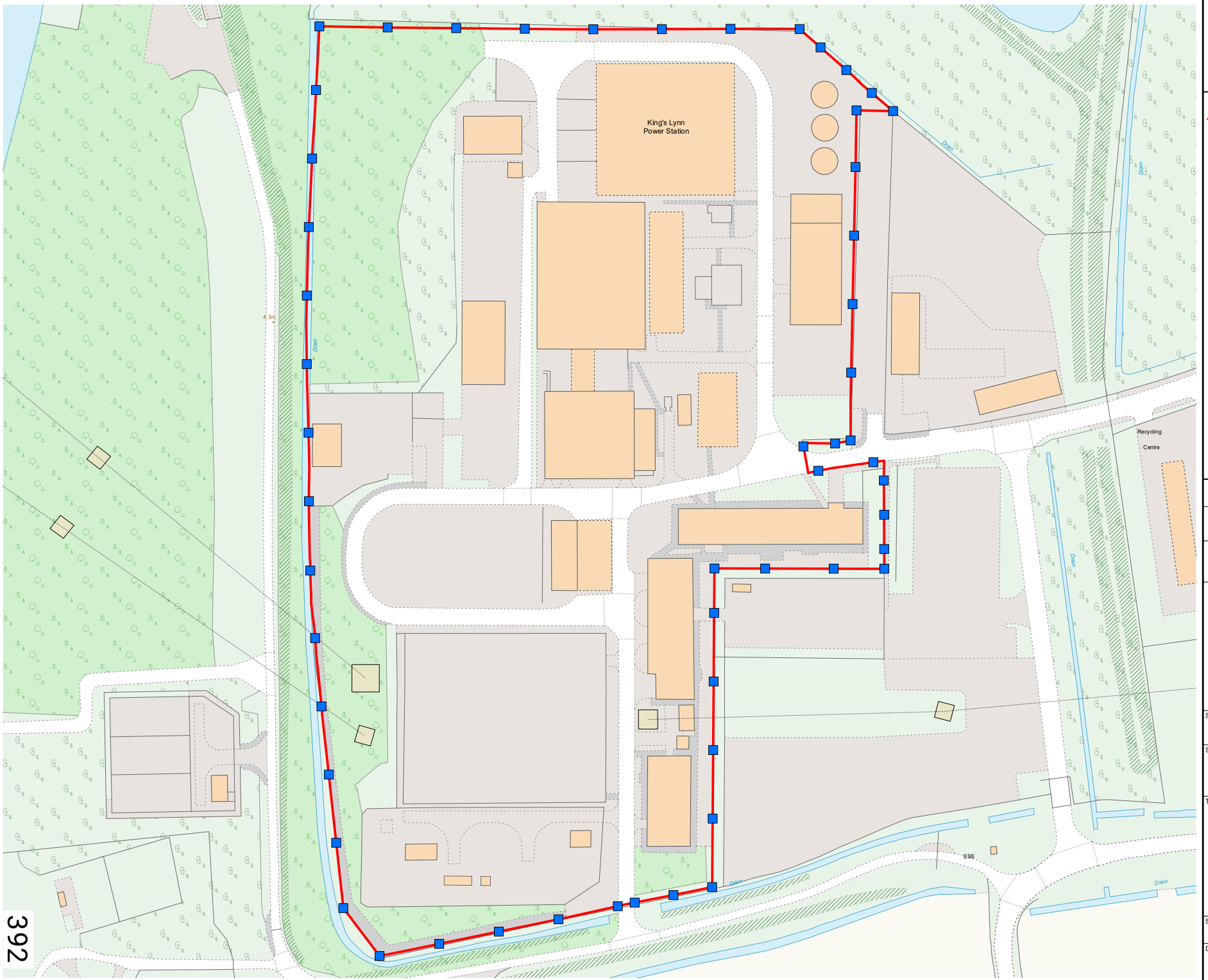
Status

FINAL

Drawing Number

RWE/GTYRM/PMS/0005/B

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.




N

0 10 20 30 40 50 Meters

**Key:**

Extent of injunction area (1097m)

Notice locations

| MJA | WM | 30/09/25 | WM | B |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:1,250 |

Site

KINGS LYNN
POWER STATION

Title

PLAN 6B

SITE SECURITY

NOTICE LOCATIONS
PLAN

Status

FINAL

Drawing Number

RWE/KNGLY/PMS/0004/B

392

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.

Company registration number 03892782 (England and Wales)

# RWE GENERATION UK PLC

# ANNUAL REPORT AND FINANCIAL STATEMENTS

# FOR THE YEAR ENDED 31 DECEMBER 2024

FRIDAY

*AE5KKWJD*

A20 27/06/2025 #204

COMPANIES HOUSE

# RWE GENERATION UK PLC

## COMPANY INFORMATION

| | |
|---|---|
| **Directors** | Mr W Jeffery<br>Mrs S Standen<br>Ms O Abdulazim (Appointed 1 March 2024) |
| **Secretary** | Mr J Keene |
| **Company number** | 03892782 |
| **Registered office** | Windmill Hill Business Park<br>Whitehill Way<br>Swindon<br>Wiltshire<br>United Kingdom<br>SN5 6PB |
| **Independent Auditors** | Deloitte LLP<br>Statutory Auditors<br>2 New Street Square<br>London<br>United Kingdom<br>EC4A 3BZ |

# RWE GENERATION UK PLC

## CONTENTS


| | Page |
|---|---|
| Strategic report | 1 - 15 |
| Directors' report | 16 - 23 |
| Corporate governance statement | 24 - 26 |
| Independent auditors' report | 27 - 30 |
| Income statement | 31 |
| Statement of comprehensive income | 32 |
| Statement of financial position | 33 - 34 |
| Statement of changes in equity | 35 |
| Notes to the financial statements | 36 - 67 |

# RWE GENERATION UK PLC

## STRATEGIC REPORT

## *FOR THE YEAR ENDED 31 DECEMBER 2024*

The directors present the strategic report and financial statements for the year ended 31 December 2024 for RWE Generation UK plc ('the Company').

**Review of the business**

The Company has had a positive year and reports a profit before tax of £401m compared to £1,149m in 2023. Net assets decreased to £2,069m (2023: £2,640m). Profit before tax and net assets are the key performance indicators for the Company.

Overall, the generation volumes from our gas fleet decreased primarily due to reduced demand for gas-generated electricity,with 19 TWh produced in 2024 compared to 28 TWh in 2023. There were more renewable assets and interconnections in the market, with 30% of generation met by wind farms. The lower demand for flexible generation meant lower clean spark spreads (difference between power price and cost of gas and carbon certificates). Plant outages contributed as well with major work at Didcot, Great Yarmouth and Little Barford carried out to ensure the fleet's continued safe operations.

Despite these challenges, the company's power stations effectively optimised their earnings in 2024 and higher capacity market prices also positively impacted the margin.

The Company continued short-term loan arrangements with the ultimate parent company, RWE AG, but loan amounts have been significantly reduced (£1,150m in 2023 to £325m in 2024), which in combination with decreased interest rates, led to lower interest income being recorded in 2024 (£14m lower).

The reduction in net assets is primarily attributed to an interim dividend of £888m paid to the immediate parent company, RWE Generation UK Holdings Limited, in November 2024, combined with lower profitability during the period.

Capital expenditure decreased from £125m in 2023 to £103m as part of the Company's ongoing outage and maintenance programs. The Company invested £32m in Pembroke Power Station for major inspections and maintenance of the existing site, along with £8m in electrolytic hydrogen and battery storage projects. Additionally, £25m was invested in the Pembroke Stability Pathfinder project. Investments in other power stations for outages at Didcot B, Great Yarmouth and Little Barford amounted to £16m, with £15m spent on other smaller investments at various sites.

An investment of £7m was dedicated to projects aimed at improving the Visibility, Automation and Reliability (VAR) of the UK Combined-Cycle Gas Turbine (CCGT) Fleet, delivering a remote support capability across the UK fleet. The project's aim is to deliver a Fleet Control Room with connectivity to the entire UK CCGT portfolio and training facilities to create a multi-unit skilled team.

Investments enable the Company to enhance power station reliability and offer additional services, thereby supporting the security of supply and strengthening the UK's electricity system.

**Business environment**

In 2024 power and gas prices returned to lower levels following the volatility seen in the early years of the Ukraine war. Towards the end of the year, gas prices trended upward again as a response to global instability and uncertainty over the extension of the gas transit agreement for Russian gas crossing Ukraine. It was confirmed that the agreement would not be renewed and it came to an end at the start of 2025.

The Department for Energy Security and Net Zero (DESNZ) is continuing its review of electricity market arrangements (REMA). Some of the proposals that might have had the most material impact are no longer being considered at this time, including nodal wholesale pricing, a split market for renewable energy and a separate strategic reserve for unabated gas units. However, proposed changes include the potential introduction of zonal wholesale markets. Such changes would not be in place before 2030 and due to the location of the Company's generating assets, they would be expected to have only a minor financial impact. A government decision on whether or not zonal wholesale pricing will be taken forward is expected around the middle of 2025.

In 2024 a new UK Government was formed and the new Clean Power 2030 Action Plan was launched, which sets out how it intends to achieve its clean power goal of generating at least 95% of Great Britain's electricity consumption from clean sources by 2030. It means that unabated gas should provide less than 5% by 2030, primarily running as 'backup' during periods of low wind or sun and/or high demand, such as during the peak winter period.

National Energy System Operator (NESO) in their report acknowledged the continued, critical need for gas technology in all scenarios. They also note there will be challenges in operating and maintaining an ageing gas fleet that is running infrequently. It is however reassuring that their gas network analysis shows that the gas transmission network can absorb the impact of the gas fleet's start-up behaviour in a clean power system. This is especially important given that gas infrastructure will also be central to delivering the Government's carbon capture and hydrogen ambitions.

Associated with government plans for decarbonising the power sector, NESO is developing plans for reforming the queue of applicants seeking connection to both transmission and distribution networks. These reforms should result in a better managed connections queue with projects that align with decarbonisation plans gaining greater certainty of their position in the queue. However, it is likely that some projects that are not ready to proceed or are in geographic areas where network capacity is scarce will receive delayed connection offers. It is not expected that this will have a significant impact on the Company but individual projects could be affected.

**Strategy and future outlook**

The Company has a growth strategy with the long-term aim to decarbonise the conventional power generation fleet by investing in carbon capture, hydrogen opportunities and battery storage technologies.

Following the new Government clean power policy RWE's gas fleet has already adapted to a changing power system, evolving with the market over many years. Increasing amounts of generation from renewables such as wind and solar has driven a reduction in running hours for our plant.

Our gas fleet no longer runs baseload throughout the day and night - our gas CCGTs are now turning off at times of day when renewable resources are plentiful and turning back on to generate when the system needs additional generation, i.e. during peak periods.

RWE's strategy is to grow green and sustainable technologies by 2030. That includes growth in H2 electrolysis, batteries and flexible generation technologies. The RWE Group is fully committed to Science Based Targets initiative (SBTi) with CO2 reductions now in line with 1.5-degrees celsius path towards 2040. Beyond growth, the decarbonisation of our portfolio is the key pillar to achieve our net zero target.

RWE Generation is continuing with its developments at The Pembroke Net Zero Centre (PNZC) and creating a microcosm of the whole energy transition within the 350 hectares of land at the Pembroke site. It works across a portfolio of RWE strategic initiatives to identify synergies and ensure coordinated delivery. These initiatives include carbon capture, hydrogen electrolysis and energy storage.

Decarbonisation of the existing Pembroke Power Station will be achieved through either post-combustion carbon capture and transport, the use of hydrogen to replace natural gas, or a combination of both.

Energy storage projects aim to provide flexible energy services and grid balancing as a key enabler for connecting intermittent renewable generation. Pembroke will be home to a 350 MW-2h battery storage plant, currently under development with a target operational date in 2028.

In February 2025, the financial investment approval was given for Project Greenhill. Greenhill Battery is a 350MW-2h Battery Energy Storage Systems (BESS) project at Pembroke, which has been developed internally in the last two years. Planning permission was received in January 2025, and a grid connection is scheduled for January 2028. The project comes with an investment of £193m incl. contingencies. The lifetime of the battery is expected to be 30 years with a refresh after 20 years.

Another key initiative at the Pembroke site is the development of the Stability Pathfinder project. Significant progress was made in 2024, with a new synchronous condenser installed to provide stability services to the National Grid at Pembroke Power Station. The project is expected to be completed in the second half of 2025.

In 2024 the Company completed an engineering design and blast risk assessment study on a hydrogen electrolyser at our power plant in Didcot. A transmission system grid connection offer was accepted for a connection in 2037. While activities are largely paused the funding has allowed RWE to lock in a long-term option at Didcot, with a project that can be placed on the shelf ready to be activated closer to the grid connection date.

In March 2024 RWE Generation also announced plans to decarbonise Great Yarmouth Power Station. Land options for Great Yarmouth are still under further investigation in close collaboration with the local authority.

As RWE Generation continues to look at the decarbonisation of the rest of the CCGT fleet in the UK, it is also starting a feasibility study at King's Lynn to explore future hydrogen combustion.

Plans for Staythorpe Carbon Capture Utilisation and Storage (CCUS) retrofit continue to progress with engineering studies having taken place.

In 2024, alongside developing existing sites, the Company acquired land in Stallingborough with the intent to develop a new 800 MW CCUS CCGT facility.

In 2023 and 2024, two gas reciprocating engines, each with a capacity of 20 MW, were commissioned in Grimsby and Cheshire. These engines are particularly well suited to operating during periods of peak demand, helping to ensure sufficient electricity generation when it is most needed. Modern gas engines can be significantly more efficient than older open-cycle gas turbines (OCGTs).

In Q1 2024, the Company changed its existing maintenance and service strategy. This change involves a move away from existing inhouse services (using the capabilities of sites such as those available at the workshops in Ferrybridge), to an outsourcing 'buy' strategy for major outages and workshop support, purchasing required services from external suppliers based on longer term partnerships. As part of this change the Company sold Ferrybridge Workshops in March 2024 (£0.3m gain on disposal).

The UK Capacity Market is designed to ensure the Great British energy system has sufficient flexible, dispatchable plant capable of running for prolonged periods of low wind and solar output. The Company successfully won contracts in the T-1 and T-4 auctions that took place in 2024 and March 2025. The contracts enable the Company to continue to deliver on providing security of supply to the UK energy market.

The Company expects lower earnings in 2025 due to the falling demand for the gas-generated electricity but expects to still be profitable.

**Principal risks and uncertainties**

The energy sector is dynamic with changes in regulatory, environmental and commercial topics having significant effects on the profitability of the portfolio and influencing the direction of the business and future strategy. Such changes in these areas mean that risk management is critical to the Company to the extent that all risks are systematically identified, assessed, managed and mitigated by way of formal processes.

The primary responsibility for risk management lies with the Executive Board of RWE AG who monitors and manages the overall risk of the Group and its operational subsidiaries. In line with the requirements of the German Corporate Control and Transparency Act (KonTraG), the Company's risk management system enables the directors to identify risks at an early stage and carry out a formal review and assessment to initiate mitigating action where necessary. The energy risk management activities undertaken by RWE Supply and Trading (RWEST) on behalf of the Company are also overseen by the RWE AG Board.

In 2024, the announcement of the Net Zero 2030 government policy has introduced new risks and uncertainties for managing gas fleets. These fleets will encounter stricter emissions regulations, potentially mandating the adoption of cleaner technologies or the risk of penalties. Complying with these new regulations may necessitate considerable investments in technology upgrades or carbon offset strategies, affecting the economic viability of current gas operations.

To mitigate these risks, the Company is implementing proactive measures to ensure that the gas fleet can adapt and thrive within the dynamic Net Zero 2030 policy framework. This includes participation in hydrogen, carbon capture and energy storage projects, as detailed in the Strategy and Future Outlook section.

The management of the business and execution of the Company's strategy are subject to a number of risks. Detailed discussions of these risks and opportunities, in the context of the RWE AG Group as a whole, are provided on pages 61 to 70 of the RWE AG 2024 Annual Report.

**Section 172 statement**

The directors take their duties and responsibilities seriously when managing the Company. The way in which their duties and responsibilities are applied is covered, in part, within the Corporate Governance report on pages 24 - 26 of this annual report.

During the year there were a number of important decisions taken by the directors. The following highlights how the directors have delivered against the requirements of s.172 in the application of their duties.

*S172(1) (A) "The likely consequences of any decision in the long term"*

The directors understand the business and the evolving environment in which the Company operates. The UK strategy is aligned with the wider RWE Group strategy and is intended to maintain and strengthen the position as a leading energy generation company, while keeping safety and social responsibility fundamental to the core business approach.

The directors recognise how operations are viewed by different parts of society and that some decisions taken today may not align with all stakeholder interests.

The business plan is designed to have a long-term beneficial impact on the Company and to contribute to its success in delivering security of supply for the UK, whilst seeking to optimise and improve the existing assets, together with consideration of new market opportunities. The Directors continue to operate the business within tight budgetary controls and in line with regulatory targets. For more details on the key decisions made this year, please refer to the table at the end of the section.

The directors provide a safe and secure working environment for employees, contractors and local stakeholders. The planning process also takes into account the impact of the Company's operations on the community, environment and our wider societal responsibilities. A number of the proposed performance measures in the plan will deliver environmental improvements.

*S172(1) (B) "The interests of the Company's employees"*

The directors recognise that employees are fundamental and core to the business and to the delivery of strategic ambitions. The success of the business depends on attracting, retaining and motivating employees. From ensuring that the Company remains a responsible employer, to pay and benefits and to the health, safety and workplace environment, the directors factor the implications of decisions on employees and the wider workforce, where relevant and feasible. The directors also recognise that the Company's pensioners, though no longer employees, also remain important stakeholders. Further details of how the directors engage with their employees is captured within the Governance report on pages 24 - 26.

The directors agree that employee engagement is an important measure. As part of a wider RWE Group survey, shared with all employees supports the Company's employee engagement process and helps measure motivation, affiliation and commitment to RWE. It also provides insights into employee views, which can be responded to and acted upon and has a consistently high response rate.

*S172(1) (C) "The need to foster the Company's business relationships with suppliers, customers and others"*

Delivering the strategy requires good relationships with suppliers, customers, governments and local communities. The directors assess the priorities related to the relevant stakeholders with whom we do business and, where applicable, a member of the Board ensures close collaboration with the stakeholders on these particular topics, for

example, within the context of business strategy updates and investment/divestment proposals.

The directors receive information updates which inform how stakeholders have or will be engaged with on key decisions. They recognise the important role the Company has to play in society and remain committed to public collaboration and stakeholder engagement.

The Company continues to build on how it communicates and engages with others, such as suppliers, industry and trade groups, universities, governments, non governmental organisations (NGOs) and, in some instances, our competitors through industry bodies. It also aims to act responsibly and fairly in how it engages with suppliers and co-operates with regulators, all of whom are integral to the successful delivery of the Company's plans.

*S172(1) (D) "The impact of the Company's operations on the community and the environment"*

The directors ensure that Environmental, Health and Safety and Social Responsibility policies and plans are in place to help protect both people and the environment.

*S172(1) (E) "The desirability of the Company maintaining a reputation for high standards of business conduct"*

The directors periodically review and approve clear plans, policies and frameworks, such as the RWE Code of Conduct, specific ethics and compliance Directives and the Anti Slavery and Human Trafficking Statement, to ensure that high standards are maintained internally and across external business relationships. This is complemented by the ways the directors are informed and monitor compliance with relevant governance standards.

The Company has a designated Compliance Officer to assure that both the way in which decisions are taken and how the Company acts to promote high standards of business conduct. This is also augmented by Compliance (business ethics) training that is mandatory for all employees to undertake annually.

The directors recognise their role in ensuring the desired culture is embedded in the values, attitudes and behaviours the Company demonstrates, including external activities and stakeholder relationships.

*S172(1) (F) "The need to act fairly as between members of the Company"*

The Company is held directly by a single member and has one ultimate parent company, RWE AG. The directors strive to act fairly between the immediate member of the Company and the ultimate parent, carefully considering all relevant factors to determine the best course of action that supports the long-term delivery of our strategy while accounting for its impact on the RWE group.

During 2024, Board discussions and decisions included the following:

| | |
|---|---|
| **Strategic planning, risk and performance**<br>Capacity Market auctions<br>Restructuring<br>Dividend<br>Intra-Company Loan arrangements | **Stakeholders engaged on this topic**<br>Shareholder and ultimate parent<br>Government and regulators<br>Our people<br>Pension trustee board |
| **Operational, investment, divestment**<br>Station upgrades and repairs<br>Hydrogen project development<br>Hydro business developments<br>Battery, thermal and grid stability projects<br>Energy Transition, decarbonisation strategy and project development<br>Electricity System Restoration UK procurement events<br>Land sales<br>New build opportunities and developments | **Stakeholders engaged on this topic**<br>Shareholder and ultimate parent<br>Communities and NGOs<br>Government and regulators<br>Suppliers<br>Our people |
| **People, culture, stakeholders**<br>Health, safety and wellbeing<br>Diversity, equity and inclusion<br>Charitable donations and sponsorships<br>Community engagement<br>Gender pay gap report<br>Employee pay, leave and bonus<br>Private Healthcare<br>Mileage rates<br>Share Incentive Plan | **Stakeholders engaged on this topic**<br>Shareholder and ultimate parent<br>Communities<br>Suppliers<br>Our people<br>Pension trustee board |
| **Political and regulatory environment**<br>Anti Slavery and Human Trafficking statement<br>Network and Information Systems regulation improvement plan<br>Policy, Public Affairs and communications engagement strategy | **Stakeholders engaged on this topic**<br>Shareholder and ultimate parent<br>Communities and NGOs<br>Government and regulators<br>Our people |
| **Governance and compliance**<br>Delegations of Authority and board reserved matters<br>Governance and Committees review<br>Compliance update, audit and training<br>Formal board and Directorate changes<br>Tax strategy and corporate criminal offences policy<br>RWE Principles | **Stakeholders engaged on this topic**<br>Shareholder and ultimate parent<br>Our people |

**Non-Financial and Sustainability Information Statement**

**Introduction and Context**

RWE Generation UK plc is an indirect subsidiary (through RWE Generation UK Holdings Limited) of RWE Generation SE. The Company is therefore part of the RWE Group, which has a clear ambition to be net zero by 2040 and an ambitious growth strategy to increase its renewable and decarbonised generation capacity. Details of the RWE Group growth strategy can be found on pages 21 to 27 of the RWE AG 2024 Annual Report.

The Company currently provides flexible generation to meet demand with its current portfolio of gas-fired power stations, hydro-powered stations and through its subsidiary's biomass power station at Markinch. The aims of the Company are to continue to provide energy security to the UK energy market, to support the energy transition and to decarbonise the conventional generation fleet – projects are being developed for Carbon Capture and Storage and Hydrogen combustion. The Company is also actively developing green hydrogen projects to contribute to the decarbonisation of other sectors and BESS to assist with grid stabilisation through increased flexibility.

The following sections provide a summary of our climate risks and their management in line with the non-binding guidance on this topic published by the Department of Business, Energy and Industrial Strategy (BEIS) now DESNZ.

This is our second year of reporting for RWE Generation UK plc and we recognise that there is the opportunity for increasing maturity of our reporting in the context of our role within the wider RWE Group and its climate risk reporting.

In terms of terminology, in this document we refer to the RWE Group targets which are expressed as achieving net zero by 2040 as set out in the RWE Supplementary Sustainability Report 2024. These Group targets are described in Our Targets section below. This document also refers to the UK Government's climate targets, which are expressed in "net zero" terminology for the country as a whole. Within this overall aim, the UK Government has set a goal to deliver clean power by 2030. The terminology used in this document reflects this; with different terminology used for RWE Group targets compared to that used when talking about our contribution to Government targets for a decarbonised UK power system.

**Governance, identification, assessment and management of climate-related risks and opportunities and integration into business processes**

The identification and assessment of climate-related risks and opportunities (whether physical or transitional) is based upon the analysis of future projections – whether of the climate; regulatory environment; market conditions; technological progress; or similar topics. These assessments are informed by internal specialists from a number of departments within the RWE Group supported by external consultants when appropriate; this work is governed by RWE Generation SE's risk management process.

A list of emerging risks and opportunities is maintained, reported and reviewed on a frequent basis by the Company's Board, Financial Controlling and Legal. Risks above defined levels of materiality are then communicated to the RWE Generation SE and RWE AG Boards. Significant decisions affecting the Company and its assets are approved by the UK Board subject to agreed limits, above which approval from the RWE Generation SE and RWE AG Boards may also be required.

The approaches for physical and transitional risks are outlined below.

***Physical risks***

Responsibility for the identification and assessment of the physical risks to the Company's assets rests with its Asset Management function. Site Managers are responsible for ensuring robust procedures are in place to deal with extreme weather events and to ensure business continuity at operational sites.

Climate adaptation risk assessments have been performed by our sector in the UK since 2011. The first assessment was undertaken, presented to the Board and submitted to the Department for Environment, Food and Rural Affairs (DEFRA) in 2011; this was a thorough asset-based assessment. Further four yearly sector level reviews have been undertaken.

In 2022 a first cross-portfolio climate risk scenario analysis was undertaken by RWE AG for the purposes of reporting at RWE Group level in line with the EU Taxonomy. The scope of this analysis included the larger of the Company's hydro assets and the biomass plant operated by its subsidiary company RWE Markinch Limited. Discussion of this exercise can be found on pages 101 – 104 of the RWE AG Annual Report 2024.

In 2023 the Company extended that climate scenario risk analysis to cover its gas-fired assets in order to refine its understanding of climate adaptation risks and to expand the RWE Group's data set. Key conclusions of that analysis were reported to the Company's directors in early 2024. It is intended that the process of analysis and presentation to the Company's directors is repeated every 5 years or sooner if significant changes to climate projections arise.

Significant findings from the climate risk analysis will be managed through RWE Generation SE's risk management and business planning processes.

Risk assessments are updated regularly; we updated our physical risk assessments in 2024. Our Environmental Permits required risk assessments to be in place by April 2024 and full incorporation of adaptation planning into our Environmental Management System by 2026.

***Transitional risks and opportunities***

As the RWE Group and wider sector are in transition to achieve decarbonisation, management of transitional climate related risks is implicit in our business processes. There are departments with accountability for the different aspects of the decarbonisation transition at RWE AG level and within RWE Generation SE.

The RWE AG Board has ultimate oversight of how the RWE Group will meet its pledge to be net zero by 2040. Within this context the RWE Generation SE and RWE Generation UK plc Boards set the strategic direction for the Flexible Generation aspect of the Group.

RWE AG's Energy System and Analytics department conduct techno-economic scouting in consultation with the various Group companies and external experts. The intention of this process is to identify, assess and monitor technological changes relevant to RWE to understand the risks (posed to both existing or planned assets) and opportunities that they may present. The outcomes of this process, along with understanding of the regulatory environment, feed into scenario-based modelling of future electricity markets; this is carried out by another RWE Group Company: RWEST. The outcomes of this work and its implications are communicated to the UK Board on a routine basis. It is also used by RWE Generation SE's Strategy and Energy Transition Department to inform the development and delivery of decarbonisation projects with regular reporting to SE and UK Boards on progress. As examples, the Company is currently developing four CCUS projects. Risks to their delivery are considered from a range of perspectives – e.g. contribution to RWE Group sustainability goals, the market and policy framework as well as technical and economic deliverability.

As with physical risks, significant findings will be managed through RWE Generation SE's risk management and business planning processes.

**Our principal climate-related risks and opportunities and their actual and potential impacts on our business model and strategy**

Tables 1 and 2 below provide a summary of the principal climate-related risks and opportunities for RWE Generation UK plc and their potential impact.

The timescales in the following tables indicate when events are predicted to occur or when effects may be felt. The timescales align with those of RWE's financial business planning processes as follows:

- **Short-term (S)**: within 1 year;
- **Medium-term (M)**: between 1 and 3 years;
- **Long-term (L)**: between 3 and 10 years.

We also consider it useful to have a category to cover timescales beyond 10 years, to reflect that some of the issues have longer timescales than RWE's business planning and risk management process but nevertheless are of high importance to RWE's sustainability goals and strategic plans. A good example of this is the RWE Group ambition to be net zero by 2040. We refer to this timescale as:

- **Strategic Direction (SD)**: > 10 years.

This category enables recognition of long lead time activities underway (e.g. decarbonisation project development) and risks (e.g. policy risks) which may only have a financial impact over these longer strategic timescales.

**Table 1: Climate related risks**

| Type | Risks Description | Mitigation | Impact and Timescale (Short, Medium, Long, Strategic Direction) scales |
|---|---|---|---|
| **1. Market**<br><br>***Transitional risk*** | Changing role for gas assets in a decarbonising power system; changing operational patterns.<br><br>This risk creates uncertainty for the future running patterns of current assets and their lifetime. This creates further uncertainty for optimising maintenance and investment strategies. | A scenario approach is used to assess the electricity market, the role and (wholesale and capacity) revenue streams of our plant within it and this informs our business plan.<br><br>Actively develop decarbonisation options for our generation assets as well as new business opportunities such as hydrogen production to contribute to the decarbonisation of other sectors – see opportunities in Table 2. | Impact is Low in the Medium to Long-term. This is because the impacts of a decarbonising power system are incorporated into our business planning – this uses market modelling scenarios that account for these changes. Future energy scenarios indicate an ongoing significant role for our assets in providing security of supply over these timescales.<br><br>Over longer timescales – Strategic Direction – the impacts will be higher as decarbonisation of the electricity becomes substantially advanced. There will then be a fundamentally different role for unabated gas, as well as significant market opportunity for decarbonised firm flexible generation. |

| | | | |
|---|---|---|---|
| **2. Policy**<br><br>***Transitional risk*** | Decarbonisation of the UK power system is dependent on policy mechanisms to continue to drive the implementation of technologies such as CCUS, BESS and hydrogen and these are suitable for our projects. | We actively engage with policy development to help ensure that any potential issues or barriers to development for our sector are understood and addressed by policymakers.<br><br>We are also ensuring timely development of project options in relation to Government mechanisms. | The financial impact over the short to medium-term will be low but this will increase in the longer term.<br><br>However, the need to actively engage with policy developments and to develop the projects needed in a decarbonised energy system are short to medium-term activities. |
| **3. Policy**<br><br>***Transitional risk*** | A core function of our assets is to provide flexible generation, dispatchable on-demand, to ensure security of supply is maintained during periods when demand exceeds what can be supplied by renewables and other lower carbon options.<br><br>There is uncertainty over potential changes to the regulatory framework that could impact the operation of gas-fired assets – for example constraints placed on their operation that are different to a changing role based on market drivers alone. | This risk is common to all Operators of similar plant in the sector.<br><br>There may be some mitigation from having one of the most efficient portfolios, assuming that any changed arrangements will still strive to ensure that the lowest carbon options despatch preferentially. Reliability is also a key factor.<br><br>Developing projects to deliver decarbonised, firm flexible generation also mitigates the risks over Strategic Direction timescales. | The risk and hence impact is considered to be very low in the medium to long-term as there is general recognition of the need and role of gas-fired generation to ensure security of supply and there would be forward visibility of any changed arrangements. |
| **4.Technology and project development risks**<br><br>***Transitional risk*** | The maturity and technical and economic feasibility of decarbonisation technologies is a risk – for example Hydrogen combustion technologies, Hydrogen availability at a scale appropriate for power generation and successful delivery of full chain CCUS at scale. There are also project development and delivery risks. | RWE is in discussion with major suppliers, infrastructure providers and conducting technical concept studies to further understand the maturity of these technologies and their deployment potential. | The impact is low in the medium to long-term but potentially significant over Strategic Direction timescales. |

| | | | |
|---|---|---|---|
| **5.Reputation risk**<br><br>***Transitional risk*** | As an Operator of a large portfolio of CCGTs there is an inherent reputational risk associated with unabated gas generation. | This is mitigated to some extent by the fact that RWE Group has an ambitious decarbonisation agenda. "Growing Green". Our role within the wider RWE Group is complementary to renewables growth and is focused on security of supply. Furthermore, we are striving to decarbonise this delivery of firm, flexible generation.<br><br>However, there is a need to ensure that the role of gas generation is understood – these plants only operate to ensure security of supply when there are insufficient renewables – and do not displace renewable generation. | This risk is notable but is not expected to have a financial impact over business planning timescales. |
| **6.Operational risk**<br><br>***Physical risk*** | Changing climate has the potential to impact the operation of our current and future generation assets. | For new assets and investments, we seek to ensure these are adapted to a changing climate. Incorporating resilience to a changing climate is an integral aspect of our design specifications and it is also a prerequisite to gain environmental permits.<br><br>For existing assets, we do not anticipate significant impacts on physical risks from climate change. Our assets are resilient to weather extremes and while climate change may affect their frequencies and intensities, its overall impact remains marginal throughout the lifetime of existing assets. | The impact is low over the relevant timescales for existing assets (Long – Strategic Direction). |

| | | | |
|---|---|---|---|
| **7. Operational Risk**<br><br>***Physical risk*** | Water availability is important for both current assets operating for security of supply purposes and for decarbonisation projects. | Early consideration of water issues in project selection and siting, including the strategical evaluation of the optimal cooling option.<br><br>Engagement in water resource policy developments to ensure the specific needs of our sector are duly recognised and appropriately addressed. | While some of our existing assets are reliant on freshwater for cooling and can be subject to permit conditions at low river flows, the impact of acute drought is low and it is not expected to significantly change over their remaining lifespan. Established risk-hedging procedures are activated if the risk of a prolonged drought is forecast.<br><br>For new assets located in riverine areas and therefore offering access to freshwater for cooling purposes or as a feedstock for hydrogen production, water availability considerations are built into project plans. Given the availability of multiple sites, both riverine and marine and the commonality of water-related concerns across the sector, the overall long-term ("Strategic Direction") consequences are also assessed to be low. |

**Table 2: Climate related opportunities**

| Type | Opportunity Description | Impact and Timescale<br><br>(Short, Medium, Long, Strategic Direction) |
|---|---|---|
| **Market** | There are material opportunities for RWE Generation UK plc to:<br><br>• Transition our portfolio to enable us to play a leading role as a provider of firm, flexible generation in a decarbonised electricity system by the deployment of technologies such as CCUS, hydrogen production and combustion and battery storage. We have active projects in these technologies to ensure we are well placed with respect to this market opportunity.<br><br>• Development of our hydrogen production business – green hydrogen production to contribute to the decarbonisation of other sectors and the overall UK net zero goal.<br><br>• Development of BESS projects to assist in grid stabilisation through increased flexibility.<br><br>Development of these opportunities is expected to improve our resilience to market and climate risks.<br><br>RWE Generation UK plc is actively developing projects for these opportunities. We have four CCUS projects in active development (three retrofit projects and one CCGT / CCUS new build) and we are also progressing options for hydrogen combustion. In parallel, we are also developing green hydrogen projects and battery storage solutions.<br><br>Electrification is expected to lead to increasing electricity demand; though as noted above the continuing growth of renewables will continue to change the expected role for firm, flexible power. However, all energy projections such as the Future Energy Scenarios produced by NESO or the Balanced Pathway outlined by the Climate Change Committee (CCC) show a clear role for unabated gas generation in the medium to long-term and for decarbonised generation over Long to Strategic Direction timescales. | These opportunities have the potential to have a significant impact over Long to Strategic Direction timescales. |

**Analysis of the resilience of the business model and strategy, taking into consideration of different climate-related scenarios**

***Transitional risks***

For the transitional risks, our business planning is underpinned by scenario-based market modelling which implicitly includes the impact of alternative transition pathways to a decarbonised electricity system. These scenarios cover a wide range of potential outcomes which take into account the speed of decarbonisation of the UK Power system and hence the implications for our generation assets – likely future market demand, running patterns and the associated implications for asset strategies (role in market, outage strategies and implications for plant lifetimes). There is expected to be a general trend towards reducing load factors, but over business planning timescales there is an ongoing need for reliable generation to be dispatched as needed to ensure security of supply, noting the intermittency of renewables. This changing role for gas assets is reflected in Risk 1 in Table 1.

Although there is a changing role for our flexible generation assets our assessments show that there is continued value from the combination of the UK Capacity Market and the pricing of this generation in the electricity market. These considerations are embedded into our business (financial) planning. This embedded scenario approach to the management of RWE Generation UK plc's assets ensures that asset management decisions are taken with these potential market trajectories in mind, so that market changes from climate risks are implicitly accounted for. Over longer timescales, the risks are also being mitigated by the development of decarbonisation technologies. These developments bring both risk and opportunity, as reflected in Risk 3 of Table 1 and the opportunities in Table 2. This combination of business planning processes which account for a changing market driven by decarbonisation alongside the active development of decarbonisation projects provides business resilience to different scenarios.

***Physical risks***

The evaluation of physical risk has been shaped by the ensemble of climate models provided by both the Coupled Model Intercomparison Project 5 and 6 (CMIP5, CMIP6). These projects reflect the climate modelling activities undertaken under the World Climate Research Programme (WCRP), which coordinates and archives climate model simulations based on shared model inputs by modelling groups from around the world to enhance our understanding of climate dynamics.

The number of models used in our assessment ranged from 17 to 26, depending on the specific climate variable and emission scenario under consideration. The CMIP5 data set incorporates projections using the Representative Concentration Pathways (RCPs), which capture a spectrum of different anthropogenic greenhouse gases emissions scenarios. CMIP6 expands upon this framework by integrating projections based on the Shared Socio-economic Pathways (SSPs), as well as an ensemble of CMIP-endorsed model intercomparison projects (MIPs) to capture future uncertainties. The integration of SSP-based socio-economic scenarios with Representative Concentration Pathway (RCP)-based climate projections provides an integrative frame for comprehensive climate impact analysis.

For our analysis, we selected SSP2-4.5 (a 'middle-of-the -road development' pathway, where historical patterns of development are continued throughout the 21st century) as the primary 'most realistic' scenario for the medium term. When assessing physical risk for young or new assets, we focused on a time window of up to 2039 within the climate projections. However, for assets with a Commercial Operation Date (COD) approaching 2030 or beyond, we extended our evaluation to the subsequent time horizon of 2040-2059. This extended time frame encompasses the majority of the operational phase, thereby providing a more comprehensive understanding of long-term risks. In this case, recognizing the need of considering a spectrum of potential future scenarios, impacts of more severe scenarios (SSP3-7.0 and SSP5-8.5) were also considered to inform adaptive strategies and to offer insights into potential high-risk situations.

Current evaluation of resilience of business model and strategy to physical changes is focused on our existing operational assets; the Company will determine whether to expand the scope of this assessment in future revisions. The Company expects its business model and strategy to be resilient to variations in physical climate change over the expected lifetime of our existing assets for the range of scenarios considered above, as set out in Risk 6 in Table 1. For new assets climate change resilience will be embedded in the design stage in order to effectively manage the risks to an acceptable level.

**Our targets used to manage climate-related risks and to realise climate-related opportunities and monitoring of performance**

The climate targets for the RWE Group are set out in the Group Sustainability Strategy Report 2024. RWE has a clear target to be net zero by 2040. Not only does this apply to RWE's own greenhouse gas emissions (Scope 1), it also covers the upstream and downstream value chain (Scope 2 and 3). By 2030, RWE wants to have reduced its Scope 1 and 2 emissions by around 71 % and its Scope 3 emissions by 42 % compared to 2022. At the Paris Climate Conference in 2015, the international community set its sights on limiting the increase in average global temperatures to ideally no more than 1.5 degrees Celsius compared to pre-industrial levels. RWE's Group targets are in line with this commitment and it is seeking confirmation has been received from the independent SBTi. RWE Generation UK plc's emissions form part of this bigger strategic picture with strategic decisions being made in the context of these targets. This includes the development of our UK decarbonisation projects such as our CCUS, BESS and green hydrogen projects.

**The key performance indicators used to assess progress against targets used to manage climate-related risks and realise climate-related opportunities and a description of the climate calculations on which those key performance indicators are based**

RWE Generation UK plc's carbon emissions are reported annually in the Streamlined Energy and Carbon Report (SECR). These are also included in the RWE Group report (Page 124 of RWE AG Annual Report 2024). These reports provide information on emissions and carbon intensity metrics and these are summarised in Table 3 below.

**Table 3 Summary of RWE Generation UK plc and RWE Group carbon emissions**

| | RWE Generation UK plc (as reported in SECR) | | | | RWE Group | | | |
|---|---|---|---|---|---|---|---|---|
| | Million tonne CO2e | | Intensity (mtCO2e/MWh) | | Million tonne CO2e | | Intensity (mtCO2e/MWh) | |
| | Scope 1 | Scope 2 | Scope 1 | Scope1&2 | Scope 1 | Scope 2 | Scope 1 | Scope 1&2 |
| 2024 | 6.800 | 0.024 | 0.350 | 0.360 | 53.200 | 0.400 | 0.452 | 0.455 |
| 2023 | 10.200 | 0.020 | 0.360 | 0.360 | 61.900 | 0.200 | 0.477 | 0.479 |

In the longer term, total emissions are expected to decrease due to the declining load factors expected for firm, flexible generation in a renewables-dominated market. However, carbon intensity is determined by the mix of technology types, so this is only likely to change within RWE Generation UK plc as and when low-carbon, firm flexible generation becomes operational and displaces conventional one. In contrast, RWE Group figures include the impact of renewables growth within the RWE portfolio. A summary of RWE emissions reporting methodologies can be found http://www.rwe.com/emissions.

RWE actively tracks its emissions, including forward estimates of emissions and the impact of decarbonisation investments on achieving our sustainability aims. From an RWE Group perspective, our 2030 target noted in Our Targets section above is an important KPI on the journey to our goal to be net zero by 2040.

Approved by the board of directors and signed on behalf of the board by

.....

Ms O Abdulazim
***Director***

Date: 25 June 2025

# DIRECTORS' REPORT

## *FOR THE YEAR ENDED 31 DECEMBER 2024*

The directors present their annual report and audited financial statements for the year ended 31 December 2024.

The corporate governance statement set out on pages 24 to 26 forms part of this report.

**Principal activities**
The Company is a wholly owned subsidiary of RWE Generation UK Holdings Limited. The Company manages a fleet of twelve gas-fired power stations and 22 hydro-electric power stations located across Great Britain with an installed capacity of 7.4 GW.

**Results and dividends**
The results for the year are set out on page 31.

The interim dividend of £888m was paid for the year ending 31 December 2024 (2023: £817m). The directors do not propose the payment of a final dividend.

**Directors**
The directors who held office during the year and up to the date of signature of the financial statements were as follows:

| | |
|---|---|
| Mr W Jeffery | |
| Mrs S Lange | (Resigned 29 February 2024) |
| Mrs S Standen | |
| Ms O Abdulazim | (Appointed 1 March 2024) |

**Qualifying third party indemnity provisions**
The directors have the benefit of the indemnity provision contained in the Company's Articles of Association. This provision was in force throughout the last financial year and is currently in force. This provision is a qualifying third party indemnity provision under section 234 of the Companies Act 2006.

**Going concern**
The directors have at the time of approving the financial statements, a reasonable expectation that the Company has adequate resources to continue in operational existence for the foreseeable future. The directors consider this to be at least 1 year from the approval of the financial statements. Thus, they continue to adopt the going concern basis of accounting in preparing the financial statements.

**Financial Risk Management**
***Capital management***
The Company's objectives, policies and processes for managing capital are consistent with those of the RWE AG group. Detailed discussions of these, in the context of the RWE AG group as a whole, are provided on page 210 of the RWE AG 2024 Annual Report.

***Commodity price risk***
Market risk is the risk that changes in commodity prices will affect the Company's profits. It is the group policy of RWE AG that commodity price risks should be managed by RWEST to the extent that the markets are sufficiently liquid. The principles for the transfer of market price risk to RWEST are controlled by the risk policies issued by RWE AG.

***Interest rate cash flow risk***
The Company has interest-bearing assets comprising loans to group undertakings. The interest-bearing assets bear interest monthly at SONIA rate minus 10 basis points. The Company has no interest-bearing liabilities.

***Foreign currency risks***

All of the Company's trading activities are located in the United Kingdom. The majority of the Company's transactions are denominated in sterling and do not give rise to foreign currency exposure. The Company has contracts in place for the ongoing maintenance and outage related costs at CCGT fleet of power stations which involve non-sterling payments. Forward foreign currency contracts are used to hedge these exposures.

***Credit risk***

The credit risk associated with the use of financial instruments in connection with the Company's energy trading activities is carried out by RWEST on behalf of the Company.

In financial and trading operations, we primarily have credit relationships with banks and other financial institutions with good creditworthiness. The ultimate parent undertaking, RWE AG, assesses their credit standing based on external ratings and if no such ratings are available applies internal assessment methods. Any changes to the credit standing of banks and other financial institutions are communicated by RWE AG to its subsidiaries and appropriate action is taken.

***General risk management***

Operational risk relates to the risk of processes, controls or competencies that affect the Company's profits. These are formally reviewed and assessed by the Company's directors. The energy risk management activities undertaken by RWEST on behalf of the Company are overseen by a Risk Committee, chaired by a member of the RWE AG Board. This Risk Committee must approve the types of financial instrument used for risk management purposes and establishes limits, in terms of positions, which can be held with respect to our market risk and a control framework within which energy risk management activities are conducted.

**Equal opportunities and diversity**

We are committed to creating a diverse and inclusive organisation and to valuing the contribution that our employees make.

We welcome and respect differences in culture, background, working style, education and other less obvious differences. We value the contribution that people from all backgrounds can make to the success of our business, irrespective of sex, marital status, race, nationality, ethnic or national origins, disability, age, religion or belief, sexual orientation and trade union affiliation.

Our commitment means that we continually seek to improve our policies, procedures and codes of practice to ensure that our employees, potential employees and other workers are treated equally, fairly and on merit. Employment decisions affecting both job applicants and employees with disabilities will be made following any reasonable adjustments that may be necessary to ensure fair treatment. In addition, appropriate arrangements are made for training, career development and promotion of disabled persons employed by the Company. If members of staff become disabled the Company continues employment, either in the same or an alternative position, with appropriate training being given if necessary.

**Employee involvement**

The success of our business depends on the ability, commitment and dedication of our employees and we thank them for their continued efforts. The Company is committed to the development of all staff in order to leverage our intellectual capital. Among many development and training initiatives, all staff are encouraged to maintain personal development plans.

Effective communication with staff is vital. The Company provides employees with information on matters of concern to them, consulting them or their representatives regularly, so that their views can be taken into account when making decisions that are likely to affect their interests. Corporate publications and other media, including distribution of key development messages and team briefings, are used to promote wide understanding of policies and strategy.

Health and Safety remains of the utmost priority and we are committed to sharing best practice across the Company, maintaining our high standards and striving for improvements. We take every measure to protect everyone we work with – not only our employees, but also our contractors, visitors and the public. We also take every opportunity to promote wellbeing at work.

Details of how the Company engages with its employees can be found in the Strategic Report on 1 - 15 and Corporate Governance statement on pages 24 - 26.

**Business relationships**

The Company's objectives, policies and processes for managing its relationships with suppliers, customers and others with a business relationship with the Company are consistent with those of the RWE AG group. Detailed discussions of these, in the context of the RWE AG group as a whole, are provided in the 2024 RWE AG Corporate Responsibility Report available at www.rwe.com.

**Future developments**

Details of likely future developments of the Company are provided in the Strategic Report on pages 1 - 15.

**Statement of engagement with Suppliers, Customers and others in a business relationship with the Company**

The Company's section 172(1) statement in the Strategic Report demonstrates how the directors have had regard to the need to foster business relationships with suppliers, customers and other stakeholders when making decisions on behalf of the Company.

**Auditors**

In 2024, Deloitte LLP was appointed as our new independent auditors, succeeding PricewaterhouseCoopers LLP to whom we extend our gratitude for their service. Deloitte's appointment reflects our commitment to maintaining high standards in our financial reporting and governance.

**Streamlined Energy and Carbon Report**

This report details the Company's energy consumption and greenhouse gas emissions (GHG) as required by the Streamlined Energy and Carbon Reporting (SECR) reporting requirements. This report uses 2019 as the base year for assessing the changes.

Greenhouse gas emissions are grouped into three scopes:

- Scope 1 – Direct emissions from controlled or owned sources;
- Scope 2 – Indirect energy emissions from the consumption of purchased energy;
- Scope 3 – Other indirect emissions as a consequence of our actions; within this report these emissions are those associated with car hire and HR mileage business travel.

The climate targets for RWE Group are set out in our annual report. At the Paris Climate Conference in 2015, the international community set its sights on limiting the increase in average global temperatures to ideally no more than 1.5°C compared to pre-industrial levels. RWE has set near-term and long-term emissions reduction targets for Scope 1, Scope 2 and Scope 3 emissions that conform with the SBTi criteria and recommendations. These science-based targets were validated by the SBTi in December 2024 and are in line with the Paris's Agreement's 1.5°C trajectory. In the near term, specifically by 2030, RWE Group aims to reduce its Scope 1 and 2 GHG emissions from power generation by 71.1%, compared to 2022. RWE also commits to reducing Scope 1 and Scope 3 GHG emissions from all electricity sales by 71.1% per MWh within the same timeframe. Additionally, RWE commits to reducing all remaining absolute Scope 3 GHG emissions by 42% by 2030. RWE Groups long term objective is to become net zero by 2040. Not only does this apply to our own greenhouse gas emissions (Scope 1), it also covers the upstream and downstream value chain (Scope 2 and 3). RWE Generation UK's emissions form part of this bigger strategic picture with strategic decisions being made in the context of these targets. This includes the development of our UK decarbonisation projects such as our CCUS, battery and green hydrogen projects. RWE Generation UK plc is committed to supporting RWE group objectives and our portfolio plays an important role in supporting security of supply, complementary to the growth of wind and solar.

Over recent years, RWE Generation UK plc has and continues to, actively move towards cleaner power generation technologies. Our CCGT fleet contains some of the most efficient plant in the UK. We are also actively developing projects (e.g. CCUS retrofit and new build) to decarbonise our portfolio. Additionally, our hydrogen team is developing projects with the potential to contribute to the decarbonisation of other sectors.

**Reporting Scope**

The data covered by this report for 2024, 2023 and the 2019 base year includes all of the mandatory GHG emissions and energy use as a result RWE Generation UK plc's activities within the UK.

In summary, this includes all GHG emissions and energy use associated with the following:

- All operational generation sites;
- Office buildings, workshops and stores buildings;
- Business travel in hire cars or employee-owned vehicles (Scope 3 GHG); and
- Generation site owned or controlled vehicles and mobile plant excluded from the scope of the UK ETS (Scope 1 GHG).

**UK Energy Use**

*The energy used as a result of RWE Generation UK plc's activities during 2024 is summarised and compared with that for* 2019 in Table 1. 2023 data is included to enable a more recent comparison by the reader. The energy data includes all of the energy use for the activities set out in the scope above.

The electricity generation from the Company's plant was 44.71% lower in 2024 than in the 2019 base year (19,169,546 MWh compared to 34,671,756 MWh). The electricity generation from the Company's plant was lower in 2024 partly due to Little Barford power station being in outage for 8 months due to a major breakdown. The electricity generation from the Company's plant excluding Little Barford was 41.26% lower in 2024 than the 2019 base year. These numbers include works power, which is generated by the power stations for their own use. As can be seen from Table 1, the lower electricity generation in 2024 resulted in a corresponding 42.95% reduction in energy consumption of fuels used by our power generation sites.

The amount of import works power consumed in 2024 was 5.25% lower than in the 2019 base year (compared to a 16.14% increase in imported works power for 2024 on 2023). The Company's highly efficient CCGT units only import works power whilst off-load, therefore the operating regime (influenced by the Grid operator's requirements), level of outage works along with changes to the Company's portfolio all effect the level of works power imported.

The continuing use of online technology for virtual meetings together with the promotion of hybrid working has reduced the energy consumption for business travel (this currently includes solely Scope 3 road travel) for 2024 by 21.12% compared to that for 2019 (with a reduction of over 0.82 million Scope 3 miles driven (31.88%) on 2019).

Since 2019, there have been a number of office location closures including Swindon Electron, Ferrybridge and Cogen Court. These closures have decreased the gas and electricity purchased. The gas purchased in 2024 was 64.52% lower than in 2019. Although the underlying trend is a reduction in electricity consumption, the electricity purchased in 2024 was 56.03% higher than in 2019. This is due to a very large increase in electricity consumption at Little Barford power station due to the major station breakdown and outage.

**Table 1 - Energy Consumption**

| Energy Consumption (MWh) | 2024 | 2023 | 2019 | 2024 Change from 2019 (%) |
|---|---|---|---|---|
| Fuels for Power Generation | 34,651,451 | 50,220,731 | 60,738,291 | -42.95% |
| Imported Works Power (Scope 2) | 110,606 | 95,235 | 116,731 | -5.25% |
| Gas - Offices and other buildings | 484 | 828 | 1,364 | -64.52% |
| Purchased electricity -Offices etc and auxiliary supplies (Scope 2) | 7,541 | 3,620 | 4,833 | +56.03% |
| *Site owned or controlled vehicles and mobile plant (Scope 1) | 773 | 2,325 | 3,015 | -74.36% |
| Business travel (Scope 3) | 1,988 | 1,527 | 2,520 | -21.12% |
| **Total Energy Consumption (MWh)** | **34,772,843** | **50,324,266** | **60,866,754** | **-42.87%** |

** Note, for 2019 and 2023, conservative estimates have been used for site owned or controlled vehicles and mobile plant (Scope 1). For 2024, conservative estimates have been used for mobile plant only.*

**Greenhouse Gas Emissions**

The greenhouse gas emissions associated with the energy consumption in Table 1 are summarised in Table 2 below.

With the closure of Aberthaw, the associated emissions from coal and biomass fell to zero in 2020. In recent years, the vast majority of the company's electricity generation has been from CCGT plant fuelled by natural gas. This has resulted in a decrease in the carbon intensity of the company's electricity generation. Due to this reduced carbon intensity for electricity generation and the 2024 decreased energy consumption in fuels used for power generation, the Scope 1 GHG emissions for the business decreased by 46.93% since 2019 (see Table 2), with a 46.94% reduction in the UK ETS Scope 1 GHG emissions compared with 2019.

The Scope 2 GHG emissions in 2024 were 22.26% lower than in 2019. This Scope 2 reduction was mainly due to the decarbonisation of the UK electricity supply over this period, with the small reduction in imported works power between 2019 and 2024 making only a relatively small contribution. The large increase in purchased electricity in 2024 compared to 2019 did not result in a significant increase in the Scope 2 GHG emissions as purchased electricity is only a small component of Scope 2 energy consumption.

As mentioned within the "Energy Use" section above, the energy consumption for road business travel was significantly lower in 2024 than 2019, reducing our GHG Scope 3 emissions from miles driven by 36.95% since 2019.

**Table 2 - Greenhouse Gas Emissions**

| GHG Emissions (t $CO_2e$) Summary (including sub-components). | 2024 | 2023 | 2019 | 2024 Change from 2019 (%) |
|---|---|---|---|---|
| **Total Scope 1 Direct Emissions** | **6,796,972** | **10,201,369** | **12,806,753** | **-46.93%** |
| includes UK ETS Emissions (fossil fuel) | 6,763,705 | 10,152,950 | 12,747,187 | -46.94% |
| *Excludes UK ETS Biomass Emissions ($tCO_{2e}$) *** | - | - | **956 | *-100.00%* |
| Includes $N_2O$ and $CH_4$ Emissions from other fuels (t $CO_{2e}$) | 32,995 | 47,713 | 58,566 | -43.66% |
| Includes Biomass $N_2O$ and $CH_4$ Emissions (t $CO_{2e}$) | - | - | 12 | -100.00% |
| Includes Fuel consumed for site owned/leased vehicles and plant | 183 | 555 | 737 | -75.17% |
| Includes Scope 1 direct emissions (gas purchased) for offices. | 89 | 151 | 251 | -64.54% |
| **Total Scope 2 Emissions** | **24,462** | ***20,470*** | ***31,465*** | **-22.26%** |
| **Total Scope 3 Emissions***** | **458** | ***353*** | ******727*** | **-36.95%** |
| **Total Scope 1,2 and 3 Emissions (excluding Biomass Emissions ($CO_2$).** | **6,821,892** | **10,222,192** | **12,838,945** | **-46.87%** |

***UK ETS Biomass Emissions (tCO2e): under the UK and EU Emissions Trading Scheme (ETS), the emission factor for biomass is zero, therefore in Table 2, 2019 Total Scope 1 Emissions do not include the 956 tCO2e.*
****Passenger road vehicle business travel and hire car only.*

**Intensity ratio**
For electricity utilities, the most commonly used intensity metric is the carbon intensity of their power plant measured in tonnes CO2e per megawatt hour (tCO2e/MWh).

For the Company's generating plant, the carbon intensity from the combustion of UK ETS fossil fuels decreased slightly from 0.368 tCO2e/MWh for 2019 to 0.353 tCO2e/MWh for 2024 (0.355tCO2e/MWh in 2023). Apart from the company's inherent focus on energy efficiency, the decrease in carbon intensity was a result of the company's move towards cleaner power generation technologies with the significant milestones being the closure of Aberthaw Coal Power Station in early 2020, the purchase of Kings Lynn CCGT in February 2020 and the inclusion the UK Hydro plant from August 2020.

**Energy Efficiency action**
While the power plants are already operating at high efficiency, any further improvements are expected to have a minimal impact to the operation of the Company's generating plant, the site teams, supported by the central functions, are continually striving to improve the performance of the generating plant.

**Methodologies used in calculations and disclosure**
All fuel consumption and CO2 emissions data for the Company's generating plant are externally verified as required for compliance with the UK Emissions Trading System.

Other information such as GHG emissions and energy consumption from business travel has been calculated using the UK Government GHG Conversion Factors for Company Reporting for the relevant year.

**Estimated data and assumptions**
As can be seen from Table 3 below, the vast majority of the business's energy consumption and GHG emissions data are externally verified by a third party for the generating plant's UK ETS compliance. Almost all other operating plant data and the associated emissions are either measured or calculated from known values. The principal area where energy consumption and the associated GHG emissions have needed to be estimated in 2024 is the activity of site owned vehicles. However, as illustrated from the figures below, the magnitude of this estimated data is not material.

**Table 3 - Data Quality**

| | 2024 | 2023 | 2019 |
|---|---|---|---|
| **Data Quality** | | | |
| **Energy consumption** | | | |
| Externally verified data (%) | 99.651% | 99.794% | 99.789% |
| Externally unverified data (%) | 0.347% | 0.201% | 0.206% |
| Total estimated data (%) | 0.002% | 0.005% | 0.005% |
| **Fossil Fuel Emissions (tCO2e)** | | | |
| Externally verified data (%) | 99.147% | 99.323% | 97.285% |
| Externally unverified data (%) | 0.845% | 0.672% | 0.709% |
| Total estimated data (%) | 0.008% | 0.005% | 0.006% |

**Statement of directors' responsibilities**
The directors are responsible for preparing the annual report and the financial statements in accordance with applicable law and regulation.

Company law requires the directors to prepare financial statements for each financial year. Under that law the directors have prepared the financial statements in accordance with United Kingdom Generally Accepted Accounting Practice (United Kingdom Accounting Standards, comprising FRS 101 "Reduced Disclosure Framework" and applicable law).

Under company law, directors must not approve the financial statements unless they are satisfied that they give a true and fair view of the state of affairs of the Company and of the profit or loss of the Company for that period. In preparing the financial statements, the directors are required to:

- select suitable accounting policies and then apply them consistently;
- state whether applicable United Kingdom Accounting Standards, comprising FRS 101 have been followed, subject to any material departures disclosed and explained in the financial statements;
- make judgements and accounting estimates that are reasonable and prudent; and
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the Company will continue in business.

**Statement of directors' responsibilities**

The directors are responsible for safeguarding the assets of the Company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

The directors are also responsible for keeping adequate accounting records that are sufficient to show and explain the Company's transactions and disclose with reasonable accuracy at any time the financial position of the Company and enable them to ensure that the financial statements comply with the Companies Act 2006.

**Statement of disclosure to auditors**

In the case of each director in office at the date the directors' report is approved:

- so far as the director is aware, there is no relevant audit information of which the Company's auditors are unaware; and
- they have taken all the steps that they ought to have taken as a director in order to make themselves aware of any relevant audit information and to establish that the Company's auditors are aware of that information.

Approved by the board of directors and signed on behalf of the board by

.....

Ms O Abdulazim

**Director**

Date: 25 June 2025

# RWE GENERATION UK PLC

## CORPORATE GOVERNANCE STATEMENT

### *FOR THE YEAR ENDED 31 DECEMBER 2024*

**Introduction**

For the year ended 31 December 2024, under The Companies (Miscellaneous Reporting) Re gulations 2018, the Company has applied the Wates Corporate Governance Principles for Large Private Companies (published by the Financial Reporting Council ('FRC') in December 2018).

This report sets out below how the Principles have been applied over the past year across RWE Generation UK plc and its active subsidiary undertakings.

**Principle 1 – Purpose and leadership**

Both the Board and the wider RWE Group take our role as a major partner for the energy transition and for security of supply very seriously, particularly when it comes to acting responsibly. Integrating this fundamental concept of corporate responsibility in all of our business processes is one of our key objectives. To do this, we participate in international initiatives and have set ourselves strict principles for our actions with internal guidelines.

The Board have adopted the RWE Group values which are have courage, create impact and actively collaborate. These describe the core of our identity. They provide stability and reliable guidelines for our behaviour and decisions, but also build the basis of all our personnel systems and evaluation tools.

**Principle 2 – Board Composition**

The Board is represented by directors from three core business areas within the RWE Group for the UK: Head of Asset Management, Head of Commercial Asset Optimisation and Head of Gas Controlling. All directors have an equal standing. Whilst there is not a separate Chairman and Chief Executive, each of the Board members holds a clear balance of responsibilities, accountabilities and decision making in respect of the business areas they represent.

The directors have equal voting rights when making decisions. All directors have access to the advice and services of the Company Secretary and may, if they wish, take professional advice at the Company's expense. The duties of the Board are executed partially through committees.

The Board ensures that the values, strategy and culture are implemented and communicated consistently to the workforce through regular team brief cascades, senior management conferences and site visits. Directors update their skills, knowledge and familiarity with the RWE Group by meeting with senior management, visiting operational sites and by attending external seminars and training courses, where appropriate.

The Company continues to adhere to best practices and areas of focus, review and challenge in the area of governance and compliance.

**Principle 3 – Board Responsibilities**

Accountability and good governance supports open and fair business, ensures that the Company has the right safeguards in place and makes certain that every decision it takes is underpinned by the right considerations. Whilst Board oversight is always maintained, key decisions are made by the individuals and committees with the most appropriate knowledge and industry experience. Each Board member has a clear understanding of their accountability and responsibilities.

In 2024 the Board agreed to no longer have a separate Health, Safety and Wellbeing Review Committee. The decision was taken to ensure that all relevant health, safety and wellbeing matters would be shared and discussed directly with the Board on a regular basis. The Board continue to have an active role in supporting the strategy to deliver the desired Health and Safety culture of the business, by driving forward new programmes that support measures for the continuous reduction of Health and Safety incidents and accidents across the UK and to regularly review the effectiveness of the strategy and actions.

The Board held 12 formal meetings in 2024 (11 in 2023).The Board's key areas of focus in 2024 are included on in the Strategic Report on pages 1 - 15. The directors, Committee members and other executives complete an annual RWE Code of Conduct declaration confirming that they and their respective teams, have adhered to and worked in accordance with the RWE behaviours and values. In addition, measures are in place for all directors and Committee members to declare any potential conflicts of interest. These declarations are collated by the Company Secretary and shared with the external auditors and, where applicable, the RWE AG Chief Compliance Officer. Where there are potential conflicts appropriate safeguards are implemented.

**Committees**
Together with matters reserved for the Board, the Board also delegates authority for certain matters to the following Committees:

Charities Committee

The purpose of the Charities Committee is to put in place the measures to allow support across all sites through donations, sponsorships, volunteering and community engagement that is consistent with RWE Generation UK's overall corporate responsibility strategy and objectives. The Committee seeks to strike a balance between national, regional and local (to our operations) activities with a specific focus on supporting the most vulnerable groups in society which also aligns with our company values.

The members of the Charities Committee are: Jason Keene, Company Secretary & Compliance Officer; Stephen Duffy, UK HR Director; Stephen Boughton, Head of Hydrogen Development UK; Alison Chappell, Head of Didcot A Incident Investigation and Karen Henson, Senior Internal Communications Manager.

The Charities Committee met 11 times in 2024 (8 in 2023).

**Principle 4 – Opportunity and Risk**
The Board seeks out opportunity whilst mitigating risk. The Board seeks out opportunities drawn from the business and which align to the overall RWE Group strategy. Short term opportunities to improve performance, resilience and liquidity are collated through the internal business review process.

The Board ensures that inherent and emerging risks are identified and managed appropriately and in a timely manner. A list of emerging risks and opportunities are maintained, reported and reviewed on a frequent basis by the Board, Financial Controlling, Legal and Compliance.

**Principle 5 – Remuneration**
The Company continues to apply a framework against which it seeks to recruit and retain quality senior management who can deliver the RWE Group's strategic ambitions in a manner consistent with both its purpose and the interests of its shareholders.

The UK HR Director makes recommendations to the Board concerning the RWE Group's remuneration strategy, recruitment framework and long-term incentive plans for senior executives. The Company takes advice from both internal specialists together with independent external consultants who provide updates on legislative requirements, best market practice and remuneration benchmarking, drawing on evidence from across the sectors in which the Company operates and from other sectors.

Pay is aligned with performance and takes in to account fair pay and conditions across the Company's workforce. The Company's remuneration policy for executives is consistent with companies of a similar size and complexity, as well as other companies operating within the energy sector.

In 2024, the Company produced its forth annual Gender Pay Report. The report highlighted that the mean hourly gender pay gap in 2024 reduced to 10% (which is a 1.2% improvement on the previous year). RWE encourages and supports women in the workplace with flexible & agile working policies, carers leave, the RWE women's network and programmes to support female health and wellbeing.

**Principle 6 – Stakeholders**
The Board understands good governance and effective communication help to protect the RWE brand, reputation and relationships with all our stakeholder community including shareholders, customers, employees, suppliers and the local communities in which we work. The Board continues to seek to align the Company's strategic direction with RWE Group's aspirations for sustainability, growth, diversification and investment in the UK.

**External impacts**
The Board is committed to social responsibility, community engagement and environmental sustainability. It achieves this in part through its commitment to ensuring the health, safety and wellbeing of everyone who the Company engages with, creating positive environmental and social impact; being an employer of choice where everyone is valued and respected; and seeking new ways to ensure the sustainability in our buildings and operational sites.

The RWE Group stands for transparency and is committed to sustainability. We have clear principles, which form the basis for our corporate and social activities.

In 2024, across the UK business, donations of £123k were made to over 150 charities and community groups in the UK.

# RWE GENERATION UK PLC

## INDEPENDENT AUDITORS' REPORT
## TO THE MEMBERS OF RWE GENERATION UK PLC

## Report on the audit of the financial statements

**Opinion**
In our opinion the financial statements of RWE Generation UK PLC (the 'company'):

- give a true and fair view of the state of the company's affairs as at 31 December 2024 and of its profit for the year then ended;
- have been properly prepared in accordance with United Kingdom Generally Accepted Accounting Practice, including Financial Reporting Standard 101 "Reduced Disclosure Framework"; and
- have been prepared in accordance with the requirements of the Companies Act 2006.

We have audited the financial statements which comprise:

- the income statement;
- the statement of comprehensive income;
- the statement of financial position;
- the statement of changes in equity; and
- the related notes 1 to 31.

The financial reporting framework that has been applied in their preparation is applicable law and United Kingdom Accounting Standards, including Financial Reporting Standard 101 "Reduced Disclosure Framework" (United Kingdom Generally Accepted Accounting Practice).

**Basis for opinion**
We conducted our audit in accordance with International Standards on Auditing (UK) (ISAs (UK)) and applicable law. Our responsibilities under those standards are further described in the auditor's responsibilities for the audit of the financial statements section of our report.

We are independent of the company in accordance with the ethical requirements that are relevant to our audit of the financial statements in the UK, including the Financial Reporting Council's (the 'FRC's') Ethical Standard and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

**Going Concern**
In auditing the financial statements, we have concluded that the directors' use of the going concern basis of accounting in the preparation of the financial statements is appropriate.

Our evaluation of the directors' assessment of the company's ability to continue to adopt the going concern basis of accounting included:

- An assessment of whether material uncertainties existed that could cast significant doubt on the entity's ability to continue as a going concern for least 12 months after the date of approval of the financial statements;
- An assessment of the funds that can be made available to the company through the cash pooling channels;
- An assessment of the management's identified potential mitigating actions and the appropriateness of the inclusion of these in the going concern assessment; and

- An assessment of the disclosures made within the financial statements.

Based on the work we have performed, we have not identified any material uncertainties relating to events or conditions that, individually or collectively, may cast significant doubt on the company's ability to continue as a going concern for a period of at least twelve months from when the financial statements are authorised for issue.

Our responsibilities and the responsibilities of the directors with respect to going concern are described in the relevant sections of this report.

**Other information**

The other information comprises the information included in the annual report, other than the financial statements and our auditor's report thereon. The directors are responsible for the other information contained within the annual report. Our opinion on the financial statements does not cover the other information and, except to the extent otherwise explicitly stated in our report, we do not express any form of assurance conclusion thereon.

Our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the course of the audit, or otherwise appears to be materially misstated. If we identify such material inconsistencies or apparent material misstatements, we are required to determine whether this gives rise to a material misstatement in the financial statements themselves. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact.

We have nothing to report in this regard.

**Responsibilities of directors**

As explained more fully in the directors' responsibilities statement, the directors are responsible for the preparation of the financial statements and for being satisfied that they give a true and fair view and for such internal control as the directors determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the directors are responsible for assessing the company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the company or to cease operations, or have no realistic alternative but to do so.

**Auditors' responsibilities for the audit of the financial statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs (UK) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

A further description of our responsibilities for the audit of the financial statements is located on the FRC's website at: www.frc.org.uk/auditorsresponsibilities. This description forms part of our auditor's report.

**Extent to which the audit was considered capable of detecting irregularities, including fraud**

Irregularities, including fraud, are instances of non-compliance with laws and regulations. We design procedures in line with our responsibilities, outlined above, to detect material misstatements in respect of irregularities, including fraud. The extent to which our procedures are capable of detecting irregularities, including fraud is detailed below.

We considered the nature of the company's industry and its control environment and reviewed the company's documentation of their policies and procedures relating to fraud and compliance with laws and regulations. We also enquired of management and the directors about their own identification and assessment of the risks of irregularities, including those that are specific to the company's business sector.

We obtained an understanding of the legal and regulatory frameworks that the company operates in and identified the key laws and regulations that:

- had a direct effect on the determination of material amounts and disclosures in the financial statements. These included UK Companies Act, pensions legislation and the relevant tax legislation; and
- do not have a direct effect on the financial statements but compliance with which may be fundamental to the company's ability to operate or to avoid a material penalty. These included the company's operating licence and environmental regulations when they are applicable.

We discussed among the audit engagement team including relevant internal specialists such as tax, valuations and pensions specialists regarding the opportunities and incentives that may exist within the organisation for fraud and how and where fraud might occur in the financial statements.

In common with all audits under ISAs (UK), we are also required to perform specific procedures to respond to the risk of management override. In addressing the risk of fraud through management override of controls, we tested the appropriateness of journal entries and other adjustments; assessed whether the judgements made in making accounting estimates are indicative of a potential bias; and evaluated the business rationale of any significant transactions that are unusual or outside the normal course of business.

In addition to the above, our procedures to respond to the risks identified included the following:

- reviewing financial statement disclosures by testing to supporting documentation to assess compliance with provisions of relevant laws and regulations described as having a direct effect on the financial statements;
- performing analytical procedures to identify any unusual or unexpected relationships that may indicate risks of material misstatement due to fraud;
- enquiring of management and in-house legal counsel concerning actual and potential litigation and claims and instances of non-compliance with laws and regulations; and
- reading minutes of meetings of those charged with governance.

**Report on other legal and regulatory requirements**

**Opinions on other matters prescribed by the Companies Act 2006**

In our opinion, based on the work undertaken in the course of the audit:

- the information given in the strategic report and the directors' report for the financial year for which the financial statements are prepared is consistent with the financial statements; and
- the strategic report and the directors' report have been prepared in accordance with applicable legal requirements.

In the light of the knowledge and understanding of the company and its environment obtained in the course of the audit, we have not identified any material misstatements in the strategic report or the directors' report.

**Matters on which we are required to report by exception**

Under the Companies Act 2006 we are required to report in respect of the following matters if, in our opinion:

- adequate accounting records have not been kept, or returns adequate for our audit have not been received from branches not visited by us; or
- the financial statements are not in agreement with the accounting records and returns; or
- certain disclosures of directors' remuneration specified by law are not made; or
- we have not received all the information and explanations we require for our audit.

We have nothing to report in respect of these matters.

**Use of our report**

This report is made solely to the company's members, as a body, in accordance with Chapter 3 of Part 16 of the Companies Act 2006. Our audit work has been undertaken so that we might state to the company's members those matters we are required to state to them in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company's members as a body, for our audit work, for this report, or for the opinions we have formed.

Anthony Matthews
.....

**Anthony Matthews FCA (Senior Statutory Auditor)**
**for and on behalf of Deloitte LLP**
**Statutory Auditors**
**London**

Date: 25 June 2025

# RWE GENERATION UK PLC

## INCOME STATEMENT

***FOR THE YEAR ENDED 31 DECEMBER 2024***

| | Notes | 2024 £m | 2023 £m |
|---|---|---|---|
| Turnover | 4 | 1,587 | 2,805 |
| Cost of sales | | (1,838) | (3,092) |
| **Gross loss** | | (251) | (287) |
| Administrative expenses | | (55) | (62) |
| Other income | 6 | 616 | 1,392 |
| **Operating profit** | 8 | 310 | 1,043 |
| Finance income | 9 | 95 | 109 |
| Interest payable and similar expenses | 10 | (4) | (3) |
| Finance income - net | | 91 | 106 |
| **Profit before taxation** | | 401 | 1,149 |
| Tax on profit | 12 | (103) | (261) |
| **Profit for the financial year** | | 298 | 888 |

# RWE GENERATION UK PLC

## STATEMENT OF COMPREHENSIVE INCOME

***FOR THE YEAR ENDED 31 DECEMBER 2024***

| | 2024<br>£m | 2023<br>£m |
|---|---|---|
| **Profit for the year** | 298 | 888 |
| **Other comprehensive income/(expense):** | | |
| **Items that will not be reclassified to profit or loss** | | |
| Actuarial gain/(loss) on defined benefit pension schemes net of deferred tax | 20 | (4) |
| **Items that may be reclassified to profit or loss** | | |
| Investments held at fair value through other comprehensive income: | | |
| - Valuation (loss)/gain arising in the year | (1) | 2 |
| **Total other comprehensive income/(expense) for the year** | 19 | (2) |
| **Total comprehensive income for the year** | 317 | 886 |

# RWE GENERATION UK PLC

## STATEMENT OF FINANCIAL POSITION

### *AS AT 31 DECEMBER 2024*

| | Notes | 2024 £m | 2023 £m |
|---|---|---|---|
| **Fixed assets** | | | |
| Tangible fixed assets | **13** | 1,117 | 1,191 |
| Investments | **14** | 2 | 2 |
| | | 1,119 | 1,193 |
| **Current assets** | | | |
| Stocks | **16** | 26 | 28 |
| Derivative financial instruments | **17** | 28 | 88 |
| Defined benefit pension surplus | **19** | 167 | 128 |
| Trade and other receivables | **20** | 1,390 | 2,829 |
| Investments | **14** | 13 | 14 |
| Cash at bank and in hand | | 1 | 1 |
| | | 1,625 | 3,088 |
| **Creditors: amounts falling due within one year** | | | |
| Trade and other payables | **21** | 94 | 400 |
| Taxation and social security | | - | 195 |
| Derivative financial instruments | **17** | 2 | 1 |
| Lease liabilities | **23** | 1 | 1 |
| | | 97 | 597 |
| **Net current assets** | | 1,528 | 2,491 |
| **Total assets less current liabilities** | | 2,647 | 3,684 |
| **Creditors: amounts falling due after more than one year** | | | |
| Trade and other payables | **21** | 3 | 4 |
| Lease liabilities | **23** | 6 | 6 |
| | | 9 | 10 |
| **Provisions for liabilities** | | | |
| Deferred tax liabilities: realisable after more than 1 year | **18** | 124 | 119 |
| Other provisions | **24** | 445 | 915 |
| | | 569 | 1,034 |
| **Net assets** | | 2,069 | 2,640 |

## STATEMENT OF FINANCIAL POSITION (CONTINUED)

### *AS AT 31 DECEMBER 2024*

| | Notes | 2024 £m | 2023 £m |
|---|---|---|---|
| ***Capital and reserves*** | | | |
| Called up share capital | **25** | - | - |
| Revaluation reserve | **27** | 8 | 9 |
| Hedging reserve | **28** | 1 | 1 |
| Profit and loss reserves | | 2,060 | 2,630 |
| Total equity | | 2,069 | 2,640 |

The notes on pages 36 to 67 are an integral part of these financial statements.

The financial statements on pages 31 to 67 were approved by the board of directors and authorised for issue on 25 June 2025 and are signed on its behalf by:

.....

Ms O Abdulazim
Director

**Company Registration No. 03892782**

# RWE GENERATION UK PLC

## STATEMENT OF CHANGES IN EQUITY

### *FOR THE YEAR ENDED 31 DECEMBER 2024*

| | Notes | Share capital £m | Revaluation reserve £m | Hedging reserve £m | Profit and loss reserves £m | Total £m |
|---|---|---|---|---|---|---|
| **Balance at 1 January 2023** | | - | 7 | 1 | 2,563 | 2,571 |
| **Year ended 31 December 2023:** | | | | | | |
| Profit for the year | | - | - | - | 888 | 888 |
| Other comprehensive income: | | | | | | |
| Actuarial loss on pensions schemes | | - | - | - | (4) | (4) |
| *Adjustments to fair value of financial assets* | | - | 2 | - | - | 2 |
| Total comprehensive income for the year | | - | 2 | - | 884 | 886 |
| Transactions with owners in their capacity as owners: | | | | | | |
| Dividends | 26 | - | - | - | (817) | (817) |
| **Balance at 31 December 2023** | | - | 9 | 1 | 2,630 | 2,640 |
| **Year ended 31 December 2024:** | | | | | | |
| Profit for the year | | - | - | - | 298 | 298 |
| Other comprehensive income/(expense): | | | | | | |
| Actuarial gains on pension schemes | | - | - | - | 20 | 20 |
| Adjustments to fair value of financial assets | | - | (1) | - | - | (1) |
| Total comprehensive income for the year | | - | (1) | - | 318 | 317 |
| Transactions with owners in their capacity as owners: | | | | | | |
| Dividends | 26 | - | - | - | (888) | (888) |
| **Balance at 31 December 2024** | | - | 8 | 1 | 2,060 | 2,069 |

## 1 Adoption of new and revised standards and changes in accounting policies

The following standards and amendments came into effect for annual reporting periods commencing 1 January 2024:

- Classification of Liabilities as Current or Non-current and Non-current liabilities with covenants – Amendments to IAS 1;
- Lease Liability in Sale and Leaseback – Amendments to IFRS 16; and
- Supplier Finance Arrangements – Amendments to IAS 7 and IFRS 7.

The amendments listed above did not have any impact on the amounts recognised in prior periods and are not expected to significantly affect the current or future periods.

**Standards which are in issue but not yet effective**

Certain new accounting standards and interpretations have been published that are not mandatory for 31 December 2024 reporting periods and have not been adopted early by the company. These standards are not expected to have a material impact on the entity in the current or future periods and on foreseeable future transactions

## 2 Accounting policies

***Company information***

RWE Generation UK plc is a public company limited by shares incorporated in England and Wales and domiciled in the UK. The registered office is Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, United Kingdom, SN5 6PB.

### 2.1 Accounting convention

The principal accounting policies applied in the preparation of these financial statements are set out below. These policies have been consistently applied to all the years presented, unless otherwise stated.

The financial statements have been prepared in accordance with Financial Reporting Standard 101 Reduced Disclosure Framework (FRS 101) and in accordance with applicable accounting standards.

The company meets the definition of a qualifying entity under FRS 100 'Application of Financial Reporting Requirements' issued by the FRC. Accordingly, these financial statements were prepared under the historical cost convention in accordance with Financial Reporting Standard 101 Reduced Disclosure Framework and the Companies Act 2006.

The financial statements are prepared in sterling, which is the functional currency of the Company. Monetary amounts in these financial statements are rounded to the nearest £m.

The financial statements have been prepared under the historic cost convention, as modified by the revaluation of financial assets and financial liabilities held at fair value, in accordance with the Companies Act 2006.

The Company has taken advantage of the relevant disclosure exemptions under FRS 101 from the list below:

- the requirements of paragraphs 45(b) and 46-52 of IFRS 2 Share based Payment;
- the requirements of IFRS 7 Financial Instruments: Disclosures;
- the requirements of paragraphs 91-99 of IFRS 13 Fair Value Measurement;

**2 Accounting policies** **(Continued)**

- the requirement in paragraph 38 of IAS 1 'Presentation of Financial Statements' to present comparative information in respect of: (i) paragraph 79(a) (iv) of IAS 1, (ii) paragraph 73(e) of IAS 16 Property Plant the requirements of IAS 7 Statement of Cash Flows;
- the requirements of paragraphs 30 and 31 of IAS 8 Accounting Policies, Changes in Accounting Estimates and Errors;
- the requirements of paragraph 17 of IAS 24 Related Party Disclosures;
- the requirements in IAS 24 Related Party Disclosures to disclose related party transactions entered into between two or more members of a group, provided that any subsidiary which is a party to the transaction is wholly owned by such a member.

As permitted by FRS 101, the Company has taken advantage of the disclosure exemptions available under that standard in relation to share based payments, financial instruments, capital management, presentation of a cash flow statement, presentation of comparative information in respect of certain assets, standards not yet effective and related party transactions.

RWE Generation UK plc is a wholly owned subsidiary of RWE Generation UK Holdings Limited. The ultimate parent is RWE AG. The financial statements contain information about RWE Generation UK plc as an individual Company and so do not contain consolidated financial information as the parent of a group.

The Company has taken advantage of the exemption under section 400 of the Companies Act 2006 not to prepare consolidated accounts. The financial statements present information about the Company as an individual entity and not about its group.

**2.2 Going concern**

The directors have at the time of approving the financial statements, a reasonable expectation that the Company has adequate resources to continue in operational existence for the foreseeable future. The directors consider this to be at least 1 year from the approval of the financial statements. Thus, they continue to adopt the going concern basis of accounting in preparing the financial statements.

**2.3 Turnover**

Turnover is measured at the fair value of the consideration received or receivable. The Company recognises turnover when performance obligations have been satisfied and this is when power has been generated. The Company also recognises income from activities with National Grid such as Balancing Marketing and Ancillary Services. In addition, Capacity Market income with Ofgem is recognised. The Company's activities are described in detail below.

**Costs to obtain a contract**

The Company has not incurred any costs to obtain a contract. The Company chooses to apply the practical expedient of IFRS 15.94 which allows the Company not to capitalise contract costs if the amortisation period of the asset would be 12 months or less.

**Unsatisfied Performance Obligations**

At the year-end, there are no performance obligations outstanding that are fully or partially unsatisfied by the Company. For contracts that have an original contract term of 12 months or less, the Company does not disclose the future turnover making use of the practical expedient of IFRS 15 article 121.

The Company recognises turnover from the following major sources:

- Power generation
- Ancillary and balancing mechanism services
- Renewables obligations certificates
- Capacity Market
- Feed in tariffs

**2 Accounting policies** **(Continued)**

The nature, timing of satisfaction of performance obligations and significant payment terms of the Company's major sources of turnover are as follows:

***Power generation***

Turnover mostly represents the value of power generated and sold through RWEST onwards to the market, adjusted for physically-settled derivatives. Power generation and supplementary turnover is recognised in the period in which it is earned with payment typically occurring one month after the satisfaction of the Company's performance obligations. A receivable is recognised when the services are delivered as this is the point in time that the consideration is unconditional because only the passage of time is required before the payment is due.

Since 2019, following the IFRIC decision on physically settled failed own use transactions, revenue and cost of sales for derivative financial instrument contracts are stated at the spot price. This has resulted in a gross loss being presented on the face of the income statement because the associated hedged gains and losses are presented in other income/other costs. This adjustment does not result in any change to the underlying profit before taxation.

***Ancillary and balancing mechanism services***

Ancillary services relate to services provided to the National Grid. National Grid require a constant level of back-up generation that is ready to deal with sudden changes in demand, network failure and maintenance requirements in order to maintain a constant service of supply. Under most contracts, usage over a period dictates the amount of turnover recognised. Under other contracts such as balancing market contracts we are paid for being available to operate under certain conditions, which are tested to demonstrate compliance.

Balancing mechanism services objective is to enable National Grid to balance generation against system demand in real time. This is done through instructing willing generators to deviate from their contracted output at Gate Closure for a price. Generators submit Bids to buy energy back from National Grid (i.e. reduce their output) and Offers to sell energy to National Grid (i.e. increase their output). RWEST are responsible for the management of these Bids and Offers and their pricing levels. Turnover is recognised in the period in which it is earned.

***Renewables obligations certificates***

ROCs are granted to the Company in relation to the Hydro assets. They are recognised within turnover as eligible electricity is generated. They are recognised as current assets, grouped within accrued income. They are held at the best estimate of the prevailing market value at the year-end.

***Capacity Market***

The Capacity Market is designed to ensure sufficient reliable capacity is available so that consumers benefit from reliable electricity supplies. The Company has Capacity Market agreements and recognises turnover from the start and throughout the Capacity Market contract on an accruals basis. Included within turnover for 2024 is Capacity Market income relating to the 2023/2024 and 2024/2025 capacity years. Capacity Market obligations transferred to third parties is recognised in other income.

***Feed in tariffs***

The Feed in Tariff (FIT) scheme is a government programme designed to promote the uptake of small-scale renewable and low-carbon electricity generation technologies. Introduced on 1 April 2010, the scheme provides payments on both generation and export. Payments for both elements of the FIT are made on the same bill quarterly in arrears, the subsidy (generation) is paid on the total generation and the actual power exported to the grid is then paid as the export. FIT payments are made based on meter readings taken from compliant metering and submitted to the elected FIT Licensee and are at annually inflated fixed rates. Income is recognised in the month in which the generation occurred.

**2 Accounting policies** **(Continued)**

**2.4 Tangible fixed assets**

Tangible fixed assets are stated at historic purchase cost less accumulated depreciation and any provision for impairment in value. Cost includes the original purchase price of the asset and the costs attributable to bringing the asset to its working condition for its intended use. In the case of assets constructed by the Company, cost includes related works and administrative overheads and commissioning costs. Assets in the course of construction are included in tangible fixed assets on the basis of expenditure incurred at the statement of financial position date and are not depreciated until brought into use. Interest costs are capitalised for qualifying assets according to IAS 23 Borrowing Costs.

The assets' residual values and useful lives are reviewed and adjusted if appropriate, at the end of each reporting period.

Depreciation is calculated so as to write down the cost of tangible fixed assets to their residual value evenly over their estimated useful lives. Estimated useful lives are reviewed periodically, taking into account commercial and technological obsolescence as well as normal wear and tear with a provision being made for any impairment in value.

Depreciation charges on power station buildings are shown against land and buildings and charges on the remainder of power station assets are shown against plant, machinery and equipment within note 13. Depreciation is provided on all tangible assets other than freehold land.

| | |
|---|---|
| Freehold buildings | 40 years |
| Leasehold land and buildings | Period of lease term |
| Plant and equipment | 3-40 years |

The gain or loss arising on the disposal of an asset is determined as the difference between the sale proceeds and the carrying value of the asset and is recognised in the income statement.

**Plant spares**

Non-consumable plant spares are shown within tangible fixed assets. Plant spares are valued at the lower of cost and net realisable value. Obsolescence is reviewed annually on a plant by plant basis. The year-end plant spares value is written down on a straight line basis through depreciation over the remaining life of the plant. No provision is made for slow moving or defective stock over and above this straight line reduction.

**2.5 Fixed asset investments**

All fixed asset investments are stated at cost less provision for any impairment. Impairment reviews are performed by the directors when there has been an indication of potential impairment.

**2.6 Impairment of tangible assets**

At each reporting end date, the Company reviews the carrying amounts of its tangible assets to determine whether there is any indication that those assets have suffered an impairment loss. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss (if any). Where it is not possible to estimate the recoverable amount of an individual asset, the Company estimates the recoverable amount of the cash-generating unit to which the asset belongs.

In 2024, the Company carried out an impairment trigger analysis. As no impairment triggers were identified, conducting an impairment test was deemed unnecessary.

Where a reasonable and consistent basis of allocation can be identified, assets are allocated to individual cash-generating units, or otherwise they are allocated to the smallest group of cash-generating units for which a reasonable and consistent allocation basis can be identified.

**2 Accounting policies** **(Continued)**

Recoverable amount is the higher of fair value less costs to sell and value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset for which the estimates of future cash flows have not been adjusted.

If the recoverable amount of an asset (or cash-generating unit) is estimated to be less than its carrying amount, the carrying amount of the asset (or cash-generating unit) is reduced to its recoverable amount. An impairment loss is recognised immediately in the income statement, unless the relevant asset is carried at a revalued amount, in which case the impairment loss is treated as a revaluation decrease.

Where an impairment loss subsequently reverses, the carrying amount of the asset (or cash-generating unit) is increased to the revised estimate of its recoverable amount, but so that the increased carrying amount does not exceed the carrying amount that would have been determined had no impairment loss been recognised for the asset (or cash-generating unit) in prior years. A reversal of an impairment loss is recognised immediately in the income statement, unless the relevant asset is carried at a revalued amount, in which case the reversal of the impairment loss is treated as a revaluation increase.

**2.7 Stocks**

Stocks are stated at the lower of cost and net realisable value and comprise of stocks of oil and consumable spare parts. Cost is determined on a weighted average basis.

Net realisable value is the price at which stocks can be sold in the normal course of business after allowing for the costs of realisation. At each reporting date, stocks are assessed for impairment. If stock is impaired, the carrying amount is reduced to its selling price less costs to complete and sell; the impairment loss is recognised immediately in the income statement.

Provision for obsolescence is recognised against spare parts and recognised over the life of the station.

**2.8 Non-current assets held for sale**

Fixed assets (and disposal groups) classified as held for sale are measured at the lower of carrying amount and fair value less costs to sell. Please refer to note 13 for further details.

Fixed assets and disposal groups are classified as held for sale if their carrying amount will be recovered through a sale transaction rather than through continuing use. This condition is regarded as met only when the sale is highly probable and the asset (or disposal group) is available for immediate sale in its present condition. Management must be committed to the sale which should be expected to qualify for recognition as a completed sale within one year from the date of classification.

**2.9 Cash at bank and in hand**

Cash at bank and in hand, include cash in hand, deposits held at call with banks, other short-term liquid investments with original maturities of three months or less and bank overdrafts. Bank overdrafts are shown within borrowings in creditors: amounts falling due within one year.

**2.10 Financial assets**

Financial assets are recognised in the Company's statement of financial position when the Company becomes party to the contractual provisions of the instrument. Financial assets are classified into specified categories, depending on the nature and purpose of the financial assets.

At initial recognition, financial assets classified as fair value through profit and loss are measured at fair value and any transaction costs are recognised in the income statement. Financial assets not classified as fair value through profit and loss are initially measured at fair value plus transaction costs.

**2 Accounting policies** **(Continued)**

***Financial assets at fair value through profit or loss***

Financial assets that are held within a different business model other than 'hold' or 'hold and sell' are categorised as fair value through profit or loss. Financial assets measured at fair value through profit or loss are recognised initially at fair value and any transaction costs are recognised in the income statement when incurred. A gain or loss on a financial asset measured at fair value through profit or loss is recognised in the income statement and is included within finance income or finance costs in the income statement for the reporting period in which it arises.

***Financial assets held at amortised cost***

Financial instruments are classified as financial assets measured at amortised cost where the objective is to hold these assets in order to collect contractual cash flows and the contractual cash flows are solely payments of principal and interest. They arise principally from the provision of goods and services to customers (e.g. trade receivables). They are initially recognised at fair value plus transaction costs directly attributable to their acquisition or issue and are subsequently carried at amortised cost using the effective interest rate method, less provision for impairment where necessary.

***Financial assets at fair value through other comprehensive income***

Debt instruments are classified as financial assets measured at fair value through other comprehensive income where the financial assets are held within the Company's business model whose objective is achieved by both collecting contractual cash flows and selling financial assets and the contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

A debt instrument measured at fair value through other comprehensive income is recognised initially at fair value plus transaction costs directly attributable to the asset. After initial recognition, each asset is measured at fair value, with changes in fair value included in other comprehensive income. Accumulated gains or losses recognised through other comprehensive income are directly transferred to the income statement when the debt instrument is derecognised.

***Impairment of financial assets***

Financial assets, other than those measured at fair value through profit or loss, are assessed for indicators of impairment at each reporting end date.

Financial assets are impaired where there is objective evidence that, as a result of one or more events that occurred after the initial recognition of the financial asset, the estimated future cash flows of the investment have been adversely affected.

***Derecognition of financial assets***

Financial assets are derecognised only when the contractual rights to the cash flows from the asset expire, or when it transfers the financial asset and substantially all the risks and rewards of ownership to another entity.

**2.11 Financial liabilities**

The Company recognises financial debt when the Company becomes a party to the contractual provisions of the instruments. Financial liabilities are classified as either 'financial liabilities at fair value through profit or loss' or 'other financial liabilities'.

***Financial liabilities at fair value through profit or loss***

Financial liabilities are classified as measured at fair value through profit or loss when the financial liability is held for trading. A financial liability is classified as held for trading if:

**2 Accounting policies** **(Continued)**

- it has been incurred principally for the purpose of selling or repurchasing it in the near term; or
- on initial recognition it is part of a portfolio of identified financial instruments that the Company manages together and has a recent actual pattern of short-term profit taking; or
- it is a derivative that is not a financial guarantee contract or a designated and effective hedging instrument.

Financial liabilities at fair value through profit or loss are stated at fair value with any gains or losses arising on remeasurement recognised in the income statement.

***Other financial liabilities***

Other financial liabilities, including borrowings, trade payables and other short-term monetary liabilities, are initially measured at fair value net of transaction costs directly attributable to the issuance of the financial liability. They are subsequently measured at amortised cost using the effective interest method. For the purposes of each financial liability, interest expense includes initial transaction costs and any premium payable on redemption, as well as any interest or coupon payable while the liability is outstanding.

***Derecognition of financial liabilities***

Financial liabilities are derecognised when and only when, the Company's obligations are discharged, cancelled, or they expire.

**2.12 Equity instruments**

Equity instruments issued by the Company are recorded at the proceeds received, net of direct issue costs. Dividends payable on equity instruments are recognised as liabilities once they are no longer at the discretion of the Company.

**2.13 Derivatives**

Derivative financial instruments are recognised as assets or liabilities. All derivative financial instruments are measured at fair value regardless of their purpose. Changes in the fair value are recognised as gains or losses with an effect on the income statement, unless they are designated as a cash flow hedge. Gains are recognised within other income and losses within other costs. Physically-settled derivatives that fail the own-use test are recognised through turnover or cost of sales in the income statement.

Financial assets and liabilities relating to commodity contracts and derivatives are offset and the net amount reported in the statement of financial position where there is a legal right to offset the recognised amounts and there is an intention to settle on a net basis.

Prices on active markets are drawn upon for measurement of fair value derivatives. If no prices are available, for example because the market is not sufficiently liquid, the fair values are determined on the basis of generally accepted valuation methods. In doing so, prices on active markets are drawn on as much as possible.

Future power and commodity positions are forward traded in line with expected future volume delivery/usage. These trades may be bought and sold as the forward market changes; hence there is a practice of net settlement.

**Hedge accounting**

The Company applies hedge accounting to foreign exchange contracts relating to payables and receivables denominated in a foreign currency. All unrealised trading positions at the statement of financial position date are recognised at fair value and held on the statement of financial position as a liability or asset with year on year movement taken through other comprehensive income.

**2.14 Taxation**

The tax expense represents the sum of the tax currently payable and deferred tax.

**2 Accounting policies** **(Continued)**

***Current tax***

The tax currently receivable/payable is based on taxable profit for the year. Taxable profit differs from net profit as reported in the income statement because it excludes items of income or expense that are taxable or deductible in other years and it further excludes items that are never taxable or deductible. The Company's liability for current tax is calculated using tax rates that have been enacted or substantively enacted by the reporting end date.

***Deferred tax***

Deferred tax is the tax expected to be payable or recoverable on differences between the carrying amounts of assets and liabilities in the financial statements and the corresponding tax bases used in the computation of taxable profit and is accounted for using the balance sheet liability method. Deferred tax liabilities are generally recognised for all taxable temporary differences and deferred tax assets are recognised to the extent that it is probable that taxable profits will be available against which deductible temporary differences can be utilised. Such assets and liabilities are not recognised if the temporary difference arises from goodwill or from the initial recognition of other assets and liabilities in a transaction that affects neither the tax profit nor the accounting profit.

The carrying amount of deferred tax assets is reviewed at each reporting end date and reduced to the extent that it is no longer probable that sufficient taxable profits will be available to allow all or part of the asset to be recovered. Deferred tax is calculated at the tax rates that are expected to apply in the period when the liability is settled or the asset is realised. Deferred tax is charged or credited in the income statement, except when it relates to items charged or credited directly to equity, in which case the deferred tax is also dealt with in equity. Deferred tax assets and liabilities are offset when the Company has a legally enforceable right to offset current tax assets and liabilities and the deferred tax assets and liabilities relate to taxes levied by the same tax authority.

**2.15 Provisions**

Provisions are recognised when the Company has a legal or constructive present obligation as a result of a past event and it is probable that the Company will be required to settle that obligation and a reliable estimate can be made of the amount of the obligation.

The amount recognised as a provision is the best estimate of the consideration required to settle the present obligation at the reporting end date, taking into account the risks and uncertainties surrounding the obligation. Where a provision is measured using the cash flows estimated to settle the present obligation, its carrying amount is the present value of those cash flows.

When some or all of the economic benefits required to settle a provision are expected to be recovered from a third party, a receivable is recognised as an asset if it is virtually certain that reimbursement will be received and the amount of the receivable can be measured reliably.

**2.16 Employee benefits**

The costs of short-term employee benefits are recognised as a liability and an expense, unless those costs are required to be recognised as part of the cost of inventories or fixed assets.

The cost of any unused holiday entitlement is recognised in the period in which the employee's services are received.

Termination benefits are recognised immediately as an expense when the Company is demonstrably committed to terminate the employment of an employee or to provide termination benefits.

**2 Accounting policies** **(Continued)**

**2.17 Retirement benefits**

Payments to defined contribution retirement benefit schemes are charged as an expense as they fall due.

The cost of providing benefits under defined benefit plans is determined separately for each plan using the projected unit credit method and is based on actuarial advice.

The change in the net defined benefit liability arising from employee service during the year is recognised as an employee cost. The cost of plan introductions, benefit changes, settlements and curtailments are recognised as an expense in measuring profit or loss in the period in which they arise.

The net interest element is determined by multiplying the net defined benefit liability by the discount rate, taking into account any changes in the net defined benefit liability during the period as a result of contribution and benefit payments. The net interest is recognised in the income statement as other finance income or cost.

Remeasurement changes comprise actuarial gains and losses, the effect of the asset ceiling and the return on the net defined benefit liability excluding amounts included in net interest. These are recognised immediately in other comprehensive income in the period in which they occur and are not reclassified to the income statement in subsequent periods.

The net defined benefit pension asset or liability in the statement of financial position comprises the total for each plan of the present value of the defined benefit obligation (using a discount rate based on high quality corporate bonds), less the fair value of plan assets out of which the obligations are to be settled directly. Fair value is based on market price information and in the case of quoted securities is the published bid price. The value of a net pension benefit asset is limited to the amount that may be recovered either through reduced contributions or agreed refunds from the scheme. Please refer to note 19 for further details.

The Company is the principal employer of the scheme. Its share of the underlying assets and liabilities cannot be identified and so the scheme's assets have been recognised in its entirety in the financial statements. The Company's share of costs associated with the scheme are reflected in the income statement which differs to the overall costs of the scheme. This is due to recharges made to inter-company parties for those costs.

**2.18 Share-based payments**

The Company operates both a cash-settled compensation plan and an equity share-based plan. In respect of the cash-settled plans, certain employees of the Company are awarded options over performance shares which are linked to the performance of the shares in the ultimate parent undertaking, RWE AG. The fair value of the employee services received in exchange for these grants of options is recognised as a provision and expensed in the income statement. The total amount to be expensed over the vesting period is determined by reference to the fair value of the options granted, excluding the impact of any non-market vesting conditions. Non-market vesting conditions are included in assumptions about the number of options that are expected to vest. At each statement of financial position date, the Company revises its estimates and recognises the impact of the revision to original estimates, if any, in the income statement, with a corresponding adjustment to its provision.

Employees can join and leave the scheme on a flexible monthly basis and there is no grant date as it continues to roll forward from one year to the next. The cost associated with the share incentive plan (SIP) is recognised in the income statement.

**2.19 Leases**

At inception, the Company assesses whether a contract is, or contains, a lease within the scope of IFRS 16. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. Where a tangible asset is acquired through a lease, the Company recognises a right-of-use asset and a lease liability at the lease commencement date. Right-of-use assets are included within tangible fixed assets, apart from those that meet the definition of investment property.

**2 Accounting policies** **(Continued)**

The right-of-use asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for any lease payments made at or before the commencement date plus any initial direct costs and an estimate of the cost of obligations to dismantle, remove, refurbish or restore the underlying asset and the site on which it is located, less any lease incentives received.

The right-of-use asset is subsequently depreciated using the straight-line method from the commencement date to the earlier of the end of the useful life of the right-of-use asset or the end of the lease term. The estimated useful lives of right-of-use assets are determined on the same basis as those of other tangible fixed assets. The right-of-use asset is periodically reduced by impairment losses, if any and adjusted for certain remeasurements of the lease liability.

The lease liability is initially measured at the present value of the lease payments that are unpaid at the commencement date, discounted using the interest rate implicit in the lease or, if that rate cannot be readily determined, the Company's incremental borrowing rate. Lease payments included in the measurement of the lease liability comprise fixed payments, variable lease payments that depend on an index or a rate, amounts expected to be payable under a residual value guarantee and the cost of any options that the Company is reasonably certain to exercise, such as the exercise price under a purchase option, lease payments in an optional renewal period, or penalties for early termination of a lease.

The lease liability is measured at amortised cost using the effective interest method. It is remeasured when there is a change in: future lease payments arising from a change in an index or rate; the Company's estimate of the amount expected to be payable under a residual value guarantee; or the Company's assessment of whether it will exercise a purchase, extension or termination option. When the lease liability is remeasured in this way, a corresponding adjustment is made to the carrying amount of the right-of-use asset or is recorded in the income statement if the carrying amount of the right-of-use asset has been reduced to zero.

The Company has elected not to recognise right-of-use assets and lease liabilities for short-term leases that have a lease term of 12 months or less, or for leases of low-value assets including IT equipment. The payments associated with these leases are recognised in the income statement on a straight-line basis over the lease term.

**2.20 Foreign exchange**

Transactions in currencies other than pounds sterling are recorded at the rates of exchange prevailing at the dates of the transactions. At each reporting end date, monetary assets and liabilities that are denominated in foreign currencies are retranslated at the rates prevailing on the reporting end date. Gains and losses arising on translation in the period are included in the income statement.

## 3 Critical accounting estimates and judgements

In the application of the Company's accounting policies, the directors are required to make judgements, estimates and assumptions about the carrying amount of assets and liabilities that are not readily apparent from other sources. There are no critical judgments other than the judgments involving estimates disclosed. The estimates and associated assumptions are based on historical experience and other factors that are considered to be relevant. Actual results may differ from these estimates.

The estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimate is revised, if the revision affects only that period, or in the period of the revision and future periods if the revision affects both current and future periods.

The estimates and assumptions which have a significant risk of causing a material adjustment to the carrying amount of assets and liabilities are outlined below.

**Impairment of assets**

The Company's management applies judgement annually to assess whether any indicators of impairment exist. The purpose of this assessment is to evaluate potential triggers for impairment in the Company's assets and determine if an impairment test is necessary.

If a trigger is identified, the Company estimates the recoverable amount of its assets by calculating the present value of future cash flows expected from their use. When the recoverable amount is found to be lower than the asset's carrying amount, an impairment loss is recognised immediately in the income statement.

In assessing the carrying amount, the following significant assumptions were made:

- Post tax (real) discount rate of 6.75% were applied.
- Future cash flows were estimated to the end of the generating assets' useful lives.

Further information on how the recoverable amount is calculated is described in the accounting policy note on impairment of tangible fixed assets.

**Supplementary pension plan**

The Company has an obligation to pay benefits to certain former employees and directors of the Company. The cost of these benefits and the present value of the obligation depend on a number of factors, including life expectancy, discount rates and pension growth rates. Management uses a third party to estimate these factors in determining the net pension obligation in the statement of financial position. See note 19 for further details.

**Defined benefit pension scheme**

The Company has an obligation to pay pension benefits to certain employees. The cost of these and the present value of the obligation depend on a number of factors, including: life expectancy, salary increases, asset valuations and the discount rate on corporate bonds. Management uses a third party to estimate these factors in determining the net pension obligation in the statement of financial position. The assumptions reflect historical experiences and current trends. See note 19 for the disclosures of the defined benefit pension scheme.

**Decommissioning costs**

The estimated cost of decommissioning and plant closure at the end of life of the site is provided for at the statement of financial position date. The decommissioning and plant closure provision is sensitive to changes in estimated useful life, cost estimation and discount rates.

- Costs are comprised of demolition contractors costs, decommissioning costs and project management costs. These costs are reviewed annually with demolition quotes being updated every 5 years. Costs are inflated to the estimated closure date using the forecast Consumer Price Index (CPI) which is calculated by RWE group. The CPI rate used at 31 December 2024 was 2.75% per annum (2023: 2.5-3%).

**3 Critical accounting estimates and judgements** **(Continued)**

- Inflated costs are discounted over the life of the stations which are currently between 2 and 16 years.
- The discount rate is re-assessed on a quarterly basis by RWE Group and as at 31 December 2024the greater than 4 year rate was 4.75% (2023: 3.75%). The 1-4 year rate was 4.25% (2023: 4%). The useful economic life of decommissioning assets are linked to the life of the stations and reviewed once a year.
- Changes in assumptions do not result in material changes. A 1% increase in discount rate applied could decrease the Company's provision balance by £5m. The pre-tax impact on income statement would be a debit of £1m. If all expected future expenditure were 10% higher, then these decommissioning provisions would increase by £7m with a pre-tax charge close to £nil.

**Incremental borrowing rate**

The incremental borrowing rate (IBR) is applied to discount the future lease rental payments or receipts to calculate the lease liabilities, lease receivables and right of use assets. Information is not readily available to determine the interest rate implicit in a lease so this is not used.

The IBR reflects the lease term, the economic environment, the credit risk and the currency in which the lease payments are denominated.

RWE uses the margin concept where the margin represents the risk premium that RWE would have to pay for external funding. A RWE Credit Spread adjusted valuation is calculated using the yield curves.

The RWE-specific risk premium is calculated on a quarterly basis by RWE AG. The rate in place at the inception of the lease is used in the lease calculation. This rate only changes in the case of certain reassessments and modifications including a change to the length of the lease.

At 31 December 2024 the rates in use ranged from 1.13% to 6.56% (2023: 1.13% to 6.56%).

**4 Turnover**

| | 2024 £m | 2023 £m |
|---|---|---|
| **Turnover analysed by class of business** | | |
| Power generation | 1,435 | 2,706 |
| Capacity market revenue | 144 | 82 |
| Other | 8 | 17 |
| | 1,587 | 2,805 |

Capacity Market revenue increased as we have benefited from higher prices. Power generation volumes from our gas fleet decreased primarily due to reduced demand for gas-generated electricity. All revenue is earned in the United Kingdom.

## 5 Employees

The average monthly number of persons (including directors) employed by the Company during the year was:

| | 2024 Number | 2023 Number |
|---|---|---|
| Central functions | 125 | 116 |
| Distributed assets | 130 | 116 |
| Fleet support | 255 | 256 |
| Stations | 235 | 238 |
| Other | 66 | 66 |
| Total | 811 | 792 |

Their aggregate remuneration comprised:

| | 2024 £m | 2023 £m |
|---|---|---|
| Wages and salaries | 74 | 71 |
| Social security costs | 10 | 8 |
| Pension costs | 12 | 10 |
| | 96 | 89 |

## 6 Other income

| | 2024 £m | 2023 £m |
|---|---|---|
| Fair value movement on derivatives | 616 | 1,320 |
| Land sales | - | 71 |
| Foreign exchange gain | - | 1 |
| Other income | 616 | 1,392 |

## 7 Auditors' remuneration

| Fees payable to the Company's auditors and associates: | 2024 £'000 | 2023 £'000 |
|---|---|---|
| **For audit services** | | |
| Audit of the financial statements of the Company | 734 | 615 |
| **For other services** | | |
| Other services | 35 | 36 |

## 8 Operating profit

| | 2024 £m | 2023 £m |
|---|---|---|
| Operating profit for the year is stated after charging: | | |
| Exchange gains | - | (1) |
| Depreciation of property, plant and equipment | 170 | 166 |
| Share-based payments | - | 1 |

## 9 Finance income

| | 2024 £m | 2023 £m |
|---|---|---|
| **Interest income** | | |
| Interest on the net defined benefit asset | 6 | 6 |
| Interest receivable from group companies | 89 | 102 |
| Other interest income | - | 1 |
| Total finance income | 95 | 109 |

## 10 Interest payable and similar expenses

| | 2024 £m | 2023 £m |
|---|---|---|
| **Interest on financial liabilities measured at amortised cost:** | | |
| Interest payable to group undertakings | 1 | 1 |
| **Other finance costs:** | | |
| Unwinding of discount on provisions | 3 | 2 |
| Total finance costs | 4 | 3 |

## 11 Directors' remuneration

| | 2024 £'000 | 2023 £'000 |
|---|---|---|
| *Aggregate emoluments* | 236 | 241 |

The number of directors for whom retirement benefits are accruing under defined benefit schemes amounted to 1 (2023 - 1).
The number of directors who are entitled to receive shares under long term incentive schemes during the year was 1 (2023 - 1).

Remuneration disclosed above include the following amounts paid to the highest paid director:

| | 2024 £'000 | 2023 £'000 |
|---|---|---|
| Remuneration for qualifying services | 190 | 196 |
| Long term incentive schemes | 46 | 45 |
| Accrued Defined Benefit pension lump sum at the end of the year | 185 | 173 |

**11 Directors' remuneration** **(Continued)**

Two (2023: two) of the directors provided the majority of their services to other RWE Group Companies and therefore they are excluded from all information in the details above. Both directors are paid by other group companies and there is no recharge for their remuneration (2023: no recharge). None of the qualifying directors received a compensation for loss of office (2023: none).

**12 Tax on profit**

| | 2024 £m | 2023 £m |
|---|---|---|
| **Current tax** | | |
| UK corporation tax on profits for the current year | 98 | 230 |
| Adjustments in respect of prior periods | 6 | - |
| **Total UK current tax** | 104 | 230 |
| **Deferred tax** | | |
| Origination and reversal of temporary differences | 3 | 26 |
| Adjustment in respect of prior periods | (4) | 5 |
| | (1) | 31 |
| **Total tax charge** | 103 | 261 |

The charge for the year can be reconciled to the profit per the income statement as follows:

| | 2024 £m | 2023 £m |
|---|---|---|
| Profit before taxation | 401 | 1,149 |
| Expected tax charge based on a corporation tax rate of 25.00% (2023: 23.50%) | 100 | 270 |
| Effect of expenses not deductible in determining taxable profit | 3 | 2 |
| Income not taxable | (2) | (18) |
| Current tax adjustments in respect of prior years | 2 | 5 |
| Impact of difference between current and deferred tax rates | - | 2 |
| **Taxation charge for the year** | 103 | 261 |

**12 Tax on profit** **(Continued)**

In addition to the amount charged to the income statement, the following amounts relating to tax have been recognised directly in other comprehensive income:

| | 2024 £m | 2023 £m |
|---|---|---|
| Deferred tax arising on: | | |
| Actuarial differences recognised as other comprehensive income | (7) | 2 |
| Total tax recognised in other comprehensive income | (7) | 2 |

On 3 March 2021, the UK Government announced that the main rate of corporation tax would increase from 19% to 25% with effect from 1 April 2023. This change was substantively enacted on 24 May 2021. Income taxes in the income statement are measured at 25% and deferred taxes at the balance sheet date are measured at 25%.

The group includes a number of companies, including the parent company which are part of a tax group for certain aspects of the tax legislation. One of these aspects relates to group relief whereby current tax liabilities can be offset by current losses arising in other companies in the same tax group. Amounts payable / receivable for group relief are within the current tax disclosures. The Company's intra group tax is in receivable position and included in Trade and Other Receivables in the Statement of Financial Position. It's essential to note that these payables are intercompany tax obligations and do not represent liabilities owed to HMRC.

The Company's total current tax charge for the year is shown above and comprises £104m (2023: £230m) in relation to tax payable to the tax authorities.

The entity is within the scope of the OECD Pillar Two model rules. Pillar Two legislation was enacted in the United Kingdom the jurisdiction in which the entity is incorporated and came into effect from 1 January 2024. RWE Generation UK plc has applied the exception to recognising and disclosing information about deferred tax assets and liabilities related to Pillar Two income taxes.

The Company does not have a current tax expense relating to Pillar 2 income taxes.

**13 *Tangible fixed assets***

| | Freehold buildings | Leasehold land and buildings | Assets under construction | Plant and equipment | Total |
|---|---|---|---|---|---|
| | £m | £m | £m | £m | £m |
| **Cost** | | | | | |
| At 31 December 2023 | 215 | 9 | 153 | 2,774 | 3,151 |
| Additions | 1 | - | 66 | 38 | 105 |
| Disposals | - | - | - | (75) | (75) |
| Transfers | 1 | - | (99) | 98 | 0 |
| Change in estimate | - | - | - | (9) | (9) |
| At 31 December 2024 | 217 | 9 | 120 | 2,826 | 3,172 |

## 13 Tangible fixed assets (Continued)

| | Freehold buildings | Leasehold land and buildings | Assets under construction | Plant and equipment | Total |
|---|---|---|---|---|---|
| | £m | £m | £m | £m | £m |
| **Accumulated depreciation** | | | | | |
| At 31 December 2023 | 135 | 2 | - | 1,823 | 1,960 |
| Charge for the year | 8 | 1 | - | 161 | 170 |
| Disposals | - | - | - | (75) | (75) |
| At 31 December 2024 | 143 | 3 | - | 1,909 | 2,055 |
| **Carrying amount** | | | | | |
| At 31 December 2024 | 74 | 6 | 120 | 917 | 1,117 |
| At 31 December 2023 | 80 | 7 | 153 | 951 | 1,191 |

The total additions in 2024 amount to £105m, primarily driven by power plant outage cycle-related additions (£54m) and the construction of Stability Pathfinder and Green Hydrogen projects at Pembroke (£31m).

Total retirements in 2024 are £75m, primarily due to retirements aligned with power plant outage cycles (£62m), along with the disposal of other engineering and outage assets identified as no longer in use during the year (£9m).

The £9m change in estimate reflects an adjustment to the decommissioning provision for our plants.

The land at Didcot A is classified as 'held for sale' and is included under the 'Leasehold Land and Buildings' category with a valuation of £370k.

## 14 Investments

| | Current | | Non-current | |
|---|---|---|---|---|
| | 2024 | 2023 | 2024 | 2023 |
| | £m | £m | £m | £m |
| Investments held at fair value through other comprehensive income | 13 | 14 | - | - |
| Investments in subsidiaries | - | - | 2 | 2 |
| | 13 | 14 | 2 | 2 |

A fixed and floating charge was created by the Company on 28 August 2003 in favour of The Law Debenture Pension Trust Corporation plc over the Treasury index linked gilts. The market value of these Treasury index linked gilts at 31 December 2024 was £13m (2023: £14m). The main purpose of these investments is to support directors pension liability, please see Note 19 for further details.

## 14 Investments (Continued)

**Movements in fixed asset investments**

| | Shares in group undertakings £m |
|---|---|
| **Cost or valuation** | |
| At 1 January 2024 & 31 December 2024 | 2 |
| **Carrying amount** | |
| At 31 December 2024 | 2 |
| At 31 December 2023 | 2 |

## 15 Subsidiaries

All subsidiaries incorporated in the United Kingdom are registered at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, SN5 6PB, United Kingdom.

Details of the Company's subsidiaries at 31 December 2024 are as follows:

| Name of undertaking | Registered office | Principal activities | Class of shares held | % Held Direct |
|---|---|---|---|---|
| RWE Markinch Limited | United Kingdom | Power Generation | Ordinary shares | 100.00 |
| RWE Ingenlus Limited | United Kingdom | Holding Company | Ordinary shares | 100.00 |
| RWE KL Limited | United Kingdom | Dormant | Ordinary shares | 100.00 |
| Elexon Limited | United Kingdom | Business support service | Ordinary shares | 7.69 |

## 16 Stocks

| | 2024 £m | 2023 £m |
|---|---|---|
| Raw materials and consumables | 26 | 28 |

The difference between the carrying value and their replacement cost is not material.

## 17 Derivative financial instruments

| | 2024 £m | 2023 £m |
|---|---|---|
| Commodity and financial derivatives | 28 | 88 |
| Cash flow hedges | (2) | (1) |
| Derivative financial assets | 26 | 87 |

At 31 December 2024, derivative instruments outstanding related to gas swaps, physical gas, power and FX trades. The derivative instruments will expire over the period 2025 to 2027.

RWE Generation UK plc mitigates its exposure to commodity price and foreign currency movements through hedging, in line with group policy of RWE AG.

## 18 Deferred taxation

The following are the major deferred tax liabilities and assets recognised by the Company and movements thereon during the current and prior reporting period.

| | ACAs £m | Retirement benefit obligations £m | Other £m | Total £m |
|---|---|---|---|---|
| Asset at 1 January 2023 | (39) | (31) | (21) | (91) |
| **Deferred tax movements in prior year** | | | | |
| Charge to profit or loss | (28) | (3) | 1 | (30) |
| Gain to other comprehensive income | - | 2 | - | 2 |
| Liability at 1 January 2024 | (67) | (32) | (20) | (119) |
| **Deferred tax movements in current year** | | | | |
| Gain/(charge) to profit or loss | (8) | (4) | 14 | 2 |
| Charge to other comprehensive income | - | (7) | - | (7) |
| Liability at 31 December 2024 | (75) | (43) | (6) | (124) |

Deferred tax assets and liabilities are offset in the financial statements only where the Company has a legally enforceable right to do so.

The other category in the table above primarily relates to deferred tax recognised on the fair value movement of hedging derivatives.

## 19 Retirement benefit schemes

**Defined contribution schemes**

The Company operates a defined contribution pension scheme for all qualifying employees. The assets of the scheme are held separately from those of the Company in an independently administered fund.

The total costs charged to income in respect of defined contribution plans is £3m (2023: £2m).

**19 Retirement benefit schemes** **(Continued)**

**Defined benefit scheme**

Throughout the whole of 2024, the majority of pensions were funded through the defined benefit scheme within the RWE Group of the industry-wide scheme, the Electricity Supply Pension Scheme (ESPS). It is a defined benefit scheme with assets invested in separate trustee administered funds. The ESPS is divided into sections. During 2009, the decision was taken to close the defined benefit scheme, described above, to new entrants. New employees are now only able to participate in a defined contribution scheme. RWE Generation UK plc was the sponsoring entity for the RWE Group of the ESPS throughout 2024.

*Valuation*

Independent actuaries have assessed the IAS 19R position as at 31 December 2024 for the RWE section by updating the last formal calculations using methods appropriate for IAS 19R. As at 31 December 2024, here was a surplus of £167m (2023: a surplus of £128m).

*Risks*

There are a number of risks associated with operating a defined pension scheme, including exposure to investment and longevity risk. As the vast majority of benefits provided are linked to inflation, this is also a risk. The Trustees of the Scheme have implemented measures to reduce the risks associated with making investments as part of its investment strategy, by making use of liability matching investment techniques. This means investing in instruments such as liability matching bonds, interest rate and inflation swaps and other liability instruments. It is estimated the Group currently hedges around 95% of its interest rate exposure and around 95% of its inflation exposure. In addition, the Trustees conduct regular reviews of concentration in particular investments.

*Funding policy*

The scheme is in surplus and therefore fully funded. An actuarial valuation is carried out every 3 years. The next review is due in March 2027.

*Other information*

The RWE Group of the ESPS is governed by UK pensions legislation. This requires funded defined occupational pension schemes to comply with statutory funding objective to have sufficient and appropriate assets to cover its technical provisions. Valuation of technical provisions must be on prudent assumptions taking into account the demographic characteristics of the scheme membership and market yields on assets held by the scheme and/or government bonds. The Group's rules do not restrict the Company's use of potential future surpluses, i.e. there is no ceiling.

The Group is administered by a body of trustees. Under UK pensions law, the Group Trustees are responsible for the overall management of the pension scheme, including investment of assets, payment of benefit to members and agreement of a funding plan with the Company.

The weighted average duration of the pension obligations was approximately 10 years. In 2025, the Company expects to make £14m payments as direct benefits and contribution to plan assets (2024: 12m)

**19 Retirement benefit schemes** **(Continued)**

*Virgin Media vs NTL Pension Trustees II Limited*

In June 2023, the English High Court determined the outcome of a legal case (Virgin Media Limited v NTL Pension Trustees LL Ltd and others) which may invalidate certain amendments made by certain defined benefit pension schemes in the UK. The court ruled that any amendments made to certain 'contracted-out' pension schemes during the period between 6 April 1997 and 5 April 2016 would be void in the absence of a written confirmation being provided from the scheme's actuary that the minimum statutory benefits would continue to be provided. In July 2024, the English Court of Appeal upheld the original decision. The conclusions reached by the court in the case may have implications for other UK defined benefit plans.

The Company has therefore engaged external legal counsel to carry out an initial review of the set-up of its defined benefit arrangements and certain amendments made to its defined benefit pension schemes in the UK to determine whether its pension liabilities require resulting adjustments.

The results are inconclusive at the date of these financial statements because investigations are ongoing and in recognition of another case going to court which may provide further clarification an potential legislative intervention. Although the results to date highlight a number of amendments that may be impacted by the ruling, no additional liability has been recognised as no material exposure has so far been identified that is likely to result in an increase to the Company's pension obligations.

The Company recognises that this is an area in which further developments may arise and continue to monitor the uncertainties relating to the legal implications of the ruling and the effect, if any, on the measurement of the defined benefit obligation.

| *Key assumptions* | 2024 % | 2023 % |
|---|---|---|
| Discount rate | 5.3 | 4.6 |
| Pension growth rate | 3.3 | 3.0 |
| Salary growth rate | 3.3 | 3.0 |
| Rate of increase of pension in payment - Main, 60th and Executive sections | 3.1 | 2.9 |
| Rate of increase of pension in payment - 2005 section | 2.1 | 2.0 |
| Rate of increase of pension in deferment | 3.3 | 3.0 |

| *Mortality assumptions* | 2024 | 2023 |
|---|---|---|
| Assumed life expectations on retirement at age 65: | Years | Years |
| Retiring today | | |
| - Males | 23 | 23 |
| - Females | 24 | 24 |
| Retiring in 20 years | | |
| - Males | 23 | 24 |
| - Females | 25 | 25 |

**19 Retirement benefit schemes** **(Continued)**

| *Amounts recognised in the income statement* | £m | £m |
|---|---|---|
| Current service cost | 7 | 5 |
| Net interest on defined benefit assets | (6) | (6) |
| Total (income)/costs | 1 | (1) |

| *Amounts recognised in other comprehensive income* | £m | £m |
|---|---|---|
| Actuarial changes arising from changes in demographic assumptions | (4) | (13) |
| Actuarial changes arising from changes in financial assumptions | (48) | 12 |
| Actuarial changes arising from experience adjustments | (16) | 6 |
| Actuarial changes related to plan assets | 41 | (1) |
| Total costs/(income) | (27) | 4 |

The amounts included in the statement of financial position arising from the Company's obligations in respect of defined benefit plans are as follows:

| | 2024 £m | 2023 £m |
|---|---|---|
| Present value of defined benefit obligations | 858 | 973 |
| Fair value of plan assets | (1,025) | (1,101) |
| Surplus in scheme | (167) | (128) |

| *Movements in the present value of defined benefit obligations* | 2024 £m | 2023 £m |
|---|---|---|
| At 1 January | 973 | 1,018 |
| Current service cost | 7 | 5 |
| Benefits paid | (100) | (106) |
| Contributions from scheme members | 4 | 4 |
| Actuarial gains and losses | (68) | 5 |
| Interest cost | 42 | 47 |
| At 31 December | 858 | 973 |

**19 Retirement benefit schemes** **(Continued)**

| *The defined benefit obligations arise from plans funded as follows:* | 2024 £m | 2023 £m |
|---|---|---|
| Wholly or partly funded obligations | 858 | 973 |
| | 858 | 973 |

| *Movements in the fair value of plan assets:* | 2024 £m | 2023 £m |
|---|---|---|
| At 1 January | 1,101 | 1,137 |
| Interest income | 48 | 53 |
| Return on plan assets (excluding amounts included in net interest) | (41) | 1 |
| Benefits paid | (100) | (106) |
| Contributions by the employer | 13 | 12 |
| Contributions by scheme members | 4 | 4 |
| At 31 December | 1,025 | 1,101 |

*Sensitivity of the defined benefit obligations to changes in assumptions*

Scheme obligations would have been affected by changes in assumptions as follows:

| | | 2024 | 2023 |
|---|---|---|---|
| 1% change in discount rate | - increase | -£71m | -£84m |
| | - decrease | +£87m | +£104m |
| 1% change in pension growth rate | - increase | +£33m | +£46m |
| | - decrease | -£39m | -£46m |
| Life expectancy changed by 1 year | - increase | +£23m | +£18m |
| | - decrease | n/a | n/a |
| 1% change in salary increase rate | - increase | +£20m | +£23m |
| | - decrease | -£16m | -£18m |

**19 Retirement benefit schemes** **(Continued)**

The fair value of plan assets at the reporting period end was as follows:

| | 2024 £m | 2023 £m |
|---|---|---|
| Equity instruments | 160 | 180 |
| Government bonds | 268 | 359 |
| Corporate bonds | 281 | 322 |
| Other | 316 | 240 |
| | 1,025 | 1,101 |

*Other long term benefits*

Certain former employees of the Company are members of a Supplementary Pension Plan (SPP), which is paid in addition to their ESPS defined benefit scheme entitlements. The SPP is made up of three elements:

The Npower Supplementary Plan (NSP) which comprises of no active members (2023: 0) and 2 (2023: 2) pensioners. This plan is different to the remainder of the SPPs in that its membership will continue to receive payment if the Company is insolvent, as a result of the gilts held to match this liability. The NSP is also in addition to the individual's ESPS defined benefit scheme entitlement.

2 (2023: 2) former directors employed by RWE Generation UK plc have similar unfunded arrangements to the individuals in the NSP, but do not have the protection of the gilts that the members of the NSP scheme have.

The third element provides enhanced benefits to 75 (2023: 83) non-directors who were employees at the time of the Company's privatisation in 1990.

A provision of £2m (2023: £3m) is in place to cover the ongoing costs of the scheme. Monthly payments are being made by the Company. As these monthly payments are made they will be utilised against the provision.

**20 Trade and other receivables**

| | 2024 £m | 2023 £m |
|---|---|---|
| Trade debtors | 40 | 50 |
| Other receivables | 157 | 623 |
| Amounts owed by fellow group undertakings | 137 | 7 |
| Loans owed by group undertakings | 1,046 | 2,142 |
| Prepayments | 10 | 7 |
| | 1,390 | 2,829 |

Other receivables balance saw a significant decrease due to reduction in carbon certificates held in 2024. Tax asset of £20m is included within Other Receivables.

Loans owed by group undertakings reduced due to the dividend of £888m paid in 2024 reducing the cash pool loan balance available.

The intercompany trade receivables balance of £137m are non-interest bearing and have repayment terms in the range of 30 days. This balance consists of receivables related to the operation of the Company.

## 21 Trade and other payables

| | Due within one year | | Due after one year | |
|---|---|---|---|---|
| | 2024 | 2023 | 2024 | 2023 |
| | £m | £m | £m | £m |
| Trade creditors | 22 | 8 | - | - |
| Amounts owed to fellow group undertakings | 11 | 329 | - | - |
| Accruals and deferred income | 51 | 49 | - | - |
| Other creditors | 10 | 14 | 3 | 4 |
| | 94 | 400 | 3 | 4 |

The decrease in the intercompany position primarily arises from settlement timing. In 2023, RWEST was owed £321m under the Generation Asset Trade Agreement (GATA), which remained unsettled until the following year.

The intercompany trade payables are non-interest bearing and have payment terms in the range of 30 days.

## 22 Financial instruments

The derivatives financial liabilities and assets include power, gas and carbon futures and forwards as well as FX forwards and power swaps. These derivatives are used to hedge commodity price risk.

Financial assets and liabilities can be broken down into the measurement categories with the following carrying amounts according to IFRS 9 in the year under review.

| At 31 December 2024 | Debt instruments measured at amortised cost<br>£m | Assets at FVTPL<br>£m | Derivatives used for hedging<br>£m | Debt instruments measured at FVOCI<br>£m | Total<br>£m |
|---|---|---|---|---|---|
| Investments | - | - | - | 13 | 13 |
| Derivative financial instruments | - | 28 | - | - | 28 |
| Trade and other receivables excluding prepayments | 1,380 | - | - | - | 1,380 |
| Cash at bank and in hand | 1 | - | - | - | 1 |
| Total | 1,381 | 28 | - | 13 | 1,422 |

| At 31 December 2024 | Liabilities at amortised cost<br>£m | Liabilities at FVTPL<br>£m | Derivatives used for hedging<br>£m | Total<br>£m |
|---|---|---|---|---|
| Derivative financial instruments | - | - | (2) | (2) |
| Trade and other payables excluding non-financial liabilities | (43) | - | - | (43) |
| Total | (43) | - | (2) | (45) |

22 **Financial instruments** (Continued)

| At 31 December 2023 | Debt instruments measured at amortised cost £m | Assets at FVTPL £m | Derivatives used for hedging £m | Debt instruments measured at FVOCI £m | Total £m |
|---|---|---|---|---|---|
| Investments | - | - | - | 14 | 14 |
| Derivative financial instruments | - | 88 | - | - | 88 |
| Trade and other receivables excluding prepayments | 2,822 | - | - | - | 2,822 |
| Cash at bank and in hand | 1 | - | - | - | 1 |
| Total | 2,823 | 88 | - | 14 | 2,925 |

| At 31 December 2023 | Liabilities at amortised cost £m | Liabilities at FVTPL £m | Derivatives used for hedging £m | Total £m |
|---|---|---|---|---|
| Derivative financial instruments | - | - | (1) | (1) |
| Trade and other payables excluding non-financial liabilities | (351) | - | - | (351) |
| Total | (351) | - | (1) | (352) |

**Valuation methods and assumptions**

The following overview presents the main parameters for the measurement of financial instruments recognised at fair value. In accordance with IFRS 13, the individual levels are defined as follows:

Level 1: measurement using (unadjusted) prices of identical financial instruments quoted on active markets;

Level 2: measurement on the basis of input parameters which are not the quoted prices from level 1 but which can be observed directly or indirectly;

Level 3: measurement on the basis of models using input parameters which cannot be observed on the market.

| At 31 December 2024 | Level 1 £m | Level 2 £m | Level 3 £m | Total £m |
|---|---|---|---|---|
| Derivative financial liabilities | - | (2) | - | (2) |
| Derivative financial assets | - | 28 | - | 28 |
| Total | - | 26 | - | 26 |

| At 31 December 2023 | Level 1 £m | Level 2 £m | Level 3 £m | Total £m |
|---|---|---|---|---|
| Derivative financial liabilities | - | (1) | - | (1) |
| Derivative financial assets | - | 88 | - | 88 |
| Total | - | 87 | - | 87 |

**22 Financial instruments** **(Continued)**

**Maturity profile of financial assets/liabilities**

| | Liabilities at fair value through OCI | Assets at FVPL |
|---|---|---|
| **At 31 December 2024** | **£m** | **£m** |
| Due within one year | (2) | 28 |
| Due in more than one year and less than two years | | - |
| Due in more than two years and less than five years | - | - |
| Total | (2) | 28 |

| | Liabilities at fair value through OCI | Assets at FVPL |
|---|---|---|
| **At 31 December 2023** | **£m** | **£m** |
| Due within one year | (1) | 36 |
| Due in more than one year and less than two years | - | 53 |
| Due in more than two years and less than five years | - | (1) |
| Total | (1) | 88 |

**Financial risk management**

***Foreign currency risk***

All of the Company's trading activities are located in the United Kingdom. The majority of the Company's transactions are denominated in sterling and do not give rise to foreign currency exposure. The Company has contracts in place for the ongoing maintenance and outage related costs at its CCGT fleet of power stations which involve non-sterling payments. Forward foreign currency contracts are used to hedge these exposures.

***Price risk***

Market price risk is the risk that changes in commodity prices will affect the Company's profits. It is RWE AG Group policy that commodity price risks should be managed by RWEST to the extent that the market is sufficiently liquid. The principles for the transfer of market price risk to RWEST are controlled by the risk policies issued by RWE AG.

**22 Financial instruments** **(Continued)**

***Credit risk***

The credit risk associated with the use of financial instruments in connection with the Company's energy trading activities is carried out by RWEST on behalf of the Company.

In financial and trading operations, we primarily have credit relationships with banks and other financial institutions with good creditworthiness. The ultimate parent undertaking, RWE AG, assesses their credit standing based on external ratings and if no such ratings are available applies internal assessment methods. Any changes to the credit standing of banks and other financial institutions are communicated by RWE AG to its subsidiaries and appropriate action is taken.

Provision for impairment on trade receivables has been recognised of £109k (2023: £148k).

***Liquidity risk***

A maturity analysis of financial liabilities relating to the commodity and financial derivatives is included within this note. Settlement of the contracts entered into with respective parties is settled on a monthly basis through the payment of cash amounts or reduction in intercompany debts.

Generally, cash flow risk is mitigated by the use of forward derivatives for the sale of power and also the purchase of fuel.

Other liquidity risks like access to funds deposited in the cashpool held with RWE AG are mitigated by strict funding policies at RWE AG that ensures the cashpool balance can be repaid to the company's UK bank account on demand.

***Gross value of assets and liabilities***

The following financial assets are subject to offsetting, enforceable master netting arrangements and similar agreements.

| | Gross amounts of recognised financial liabilities | Gross amounts of recognised financial assets set off | Net amounts of financial assets |
|---|---|---|---|
| **At 31 December 2024** | **£m** | **£m** | **£m** |
| Derivative financial assets | (1,603) | 1,631 | 28 |
| | (1,603) | 1,631 | 28 |

| | Gross amounts of recognised financial liabilities | Gross amounts of recognised financial assets set off | Net amounts of financial assets |
|---|---|---|---|
| **At 31 December 2023** | **£m** | **£m** | **£m** |
| Derivative financial assets | (5,002) | 5,090 | 88 |
| | (5,002) | 5,090 | 88 |

## 23 Lease liabilities

| Maturity analysis | 2024 £m | 2023 £m |
|---|---|---|
| Within one year | 1 | 1 |
| In two to five years | 3 | 4 |
| In over five years | 5 | 5 |
| **Total undiscounted liabilities** | 9 | 10 |
| Future finance charges and other adjustments | (2) | (3) |
| **Lease liabilities in the financial statements** | 7 | 7 |

Lease liabilities are classified based on the amounts that are expected to be settled within the next 12 months and after more than 12 months from the reporting date, as follows:

| | 2024 £m | 2023 £m |
|---|---|---|
| Current liabilities | 1 | 1 |
| Non-current liabilities | 6 | 6 |
| | 7 | 7 |

## 24 Other provisions

| | 2024 £m | 2023 £m |
|---|---|---|
| Decomm. and plant closure | 76 | 78 |
| Carbon emission allowances | 363 | 829 |
| Restructuring and other | 4 | 5 |
| Supplementary pension plan | 2 | 3 |
| | 445 | 915 |

## 24 Other provisions (Continued)

| Movements on provisions: | Decomm. and plant closure | Carbon emission allowances | Restructuring and other | Supplementary pension plan | Total |
|---|---|---|---|---|---|
| | £m | £m | £m | £m | £m |
| At 1 January 2024 | 78 | 829 | 6 | 2 | 915 |
| Additional provisions in the year | 6 | 427 | - | - | 433 |
| Reversal of provision | (5) | (1) | - | - | (6) |
| Utilisation of provision | (2) | (892) | (2) | - | (896) |
| Adjustment for change in discount rate | (1) | - | - | - | (1) |
| At 31 December 2024 | 76 | 363 | 4 | 2 | 445 |

**Decommissioning and plant closure**
Provisions for decommissioning and plant closure are in relation to the expected site costs of closed plants consisting of decommissioning and demolition costs. The provisions will be utilised over the period of closure, estimated to be within 2 to 16 years. The provisions used in the year relate primarily to release of closed sites provisions for Aberthaw and Grimsby. Additional provision was recognised following updates to estimated cost assumptions.

**Carbon emission allowances**
The provision for carbon emission allowances reflects the costs of carbon emissions generated during the financial year. The provision also includes the Company's liability in respect of carbon taxes. Following the UK formally leaving the European Union in January 2020, the new British trading system for carbon emission allowances entered into force in early 2021. These are known as UK Allowances (UKA's). The provision is expected to be utilised in the following year. The decrease in provision year on year is in line with a drop in the generation volumes.

**Restructuring and other**
Provisions for the share based payment schemes are included within restructuring and other in addition to ongoing restructuring costs such as employee termination costs, including relating to closed sites. The provision is expected to be utilised in the next 1-3 years.

**Supplementary pension plan**
Further details of the supplementary pension plan can be found in note 19.

## 25 Share capital

| Ordinary share capital | 2024 Number | 2023 Number | 2024 £m | 2023 £m |
|---|---|---|---|---|
| **Authorised** | | | | |
| Ordinary shares of £1 each | 50,000 | 50,000 | - | - |
| **Issued and fully paid** | | | | |
| Ordinary shares of £1 each | 50,000 | 50,000 | - | - |

## 26 Dividends

| Amounts recognised as distributions: | 2024 per share £k | 2023 per share £k | 2024 Total £m | 2023 Total £m |
|---|---|---|---|---|
| **Ordinary shares** | | | | |
| Interim dividend paid | 17.76 | 16.34 | 888 | 817 |

## 27 Revaluation reserve

| | 2024 £m | 2023 £m |
|---|---|---|
| At the beginning of the year | 9 | 7 |
| Fair value adjustment - investments | (1) | 2 |
| At the end of the year | 8 | 9 |

## 28 Hedging reserve

| | 2024 £m | 2023 £m |
|---|---|---|
| *At the beginning and end of the year* | 1 | 1 |

## 29 Capital commitments

| | 2024 £m | 2023 £m |
|---|---|---|
| At 31 December the Company had capital commitments as follows: | | |
| Contracted for but not provided in the financial statements: | | |
| Acquisition of tangible fixed assets | 22 | 37 |
| Maintenance contract commitments | 21 | 12 |
| | 43 | 49 |

## 30 Legal proceedings against the Company

### Didcot A investigation

23rd February 2025 was the ninth anniversary since the tragic incident at Didcot A Power Station. The unpredicted catastrophic collapse which happened during the process of demolition of the boiler houses by specialist demolition contractors, led to the death of 4 people. Thames Valley Police (TVP) and Health and Safety Executive (HSE) continue with their investigations into the incident. Currently TVP have primacy of the investigation as the Crown Prosecution Service has not yet ruled out Corporate Manslaughter or Gross Negligence Manslaughter in addition to other possible Health & Safety Law breaches.

Whilst the whole of 2024 was relatively inactive in terms of communications from TVP, we received on 20th December 2024 a formal request for further information. RWE provided a response to that request on 30th May 2025 and RWE is now waiting to ascertain whether there will be a request from TVP for any more information. RWE is unaware whether all persons of interest have been interviewed to date, although TVP continue to emphasise that they are doing everything in their power to conclude the investigation. It is unlikely in any event that there will be any court proceedings during 2025 should proceedings be pursued against RWE and/or other third parties.

RWE is at this stage therefore unable to speculate if and when charges will be brought and when the matter will proceed to be litigated in court. As such RWE is also unable to predict when the investigation is likely to conclude or the direction of travel as there has been a lack of substantive information given by the authorities. RWE will continue to seek updates from TVP and will continue to co-operate with both TVP and the HSE. RWE will also continue to offer ongoing support to any employees who have been affected by the incident.

For context on the legal proceedings, RWE together with its contractors, are considered parties involved in investigation by the authorities and is aware that the incident and fatalities will involve possible criminal prosecutions and civil claims whereby its business may be subject to both criminal and civil litigation proceedings. In the meantime, RWE is currently seeking indemnification by its insurers for an element of its legal costs incurred to date. Although originally the claim was being challenged by the 2 main insurers, the project policy insurers have now indicated they are considering a certain level of indemnification, albeit quantification of the sum has not been agreed as the insurers have asked for more information which RWE is responding to. Due consideration has been given to legal and insurance advice received and will be continuously monitored against RWE's insurance arrangements and where relevant reflected in RWE's provisions in its financial statement.

At this stage of the investigation, the directors are of the opinion that it is unlikely that the investigation will, in aggregate, have a material impact on RWE's financial results, operations or liquidity.

## 31 Controlling party

The Company's immediate parent is RWE Generation UK Holdings Limited.

The ultimate parent is RWE AG, a company incorporated in Germany.

The most senior parent entity producing publicly available financial statements is RWE AG. This is the smallest and largest group to consolidate these financial statements.

These financial statements are available upon request from RWE AG, RWE Platz 1, 45141 Essen, Germany. They can be accessed at www.rwe.com.

The ultimate controlling party is RWE AG.

Docusign Envelope ID: E43837AC-374A-45D3-A616-8CF4319B3785

On behalf of: Claimant
Witness: R. J. Smith
No. of witness statement: 1
Exhibit: RJS1
Date made: 01 October 2025

**Claim No.**

**IN THE HIGH COURT OF JUSTICE**

**CHANCERY DIVISION**

**PROPERTY, TRUST AND PROBATE LIST**

**BETWEEN:**

**RWE Generation UK PLC**

**Claimant**

**And**

**(1) PERSONS UNKNOWN WHO WITHOUT THE CLAIMANT'S PERMISSION ENTER OR REMAIN UPON THE PREMISES DESCRIBED IN THE CLAIM FORM, OR WHO DAMAGE OR DEFACE ANY OF THOSE PREMISES OR ANY PART OF THEM, FOR THE PURPOSES OF PROTEST WHETHER IN SUPPORT OF ANY GREENPEACE CAMPAIGN OR OTHERWISE**

**(2) Greenpeace UK Limited**

**Defendants**

---

# FIRST WITNESS STATEMENT OF RACHEL JANE SMITH

---

I, Rachel Jane Smith, of Windmill Hill Business Park, Whitehill Way, Swindon SN5 6PB, Senior Solicitor for RWE Generation UK PLC, state as follows:

Docusign Envelope ID: E43837AC-374A-45D3-A616-8CF4319B3785

1. I make this statement on behalf of the Claimant and in support of the application for an injunction against the Defendants. I am duly authorised to do so.

2. This statement has been prepared following emails and calls with the Claimant's solicitors.

3. The facts and matters set out in this statement are within my own knowledge, unless otherwise stated and from information provided to me by others. Where facts are within my knowledge, I confirm that they are true. Where the facts were supplied by others, or are derived from documents, this is indicated and I confirm that they are true to the best of my knowledge, information and belief. In particular, all references to the plans that identify the locations of the security fences for each of the power stations, and the references to the Little Barford Footbridge (as defined below), are derived from discussions with Wayne McNally, Senior Property Surveyor for the Claimant.

4. I have read the Particulars of Claim and the final draft of the witness statement of Will Jeffery for the Claimant.

5. I now refer to a paginated bundle of documents marked Exhibit **"RJS1"** containing true copies of the documents to which I shall refer in this witness statement. References in this witness statement to page numbers in Exhibit **"RJS1"** are in the format **"RJS1/page(s)"**. A list of the documents I have referred to, and have been referred to, for the purposes of this statement, is included at the start of **RJS1**.

6. In this statement, I set out:

   6.1 a description of the six power stations known as: Staythorpe Power Station, Didcot Power Station, Pembroke Power Station, Little Barford Power Station, Great Yarmouth Power Station and Kings Lynn Power Station over which the Claimant is seeking injunctive relief; and

   6.2 the title ownership structure of those power stations.

7. A list of the addresses for each of the six power stations is set out below:

| **Power Station** | **Address** |
|---|---|
| Staythorpe Power Station | Staythorpe, Newark NG23 5PS |
| Didcot Power Station | Didcot, Oxfordshire OX11 7YS |
| Pembroke Power Station | Pembroke, West Pennar, Dyfed SA71 5SS |

Docusign Envelope ID: E43837AC-374A-45D3-A616-8CF4319B3785

| | |
|---|---|
| Little Barford Power Station | Little Barford, St Neots, Huntingdon, Cambridgeshire PE19 6YT |
| Great Yarmouth Power Station | South Denes Road, Great Yarmouth NR30 3PY |
| Kings Lynn Power Station | King's Lynn PE34 3RD |

8. I have considered the title documents in the exhibit marked in **RJS1** and conclude as follows:

8.1 the Claimant owns outright the freehold interest in the power stations themselves (i.e, the land on which the assets are constructed);

8.2 for the most part the Claimant also owns the surrounding curtilage on the same basis, at least up to the extent of the perimeter fences drawn on the various plans. That is subject to a number of exceptions, consisting of:

(1) areas of land demised to or in some cases owned outright by utility undertakers and the like;

(2) areas where title is not registered or is in the process of being registered; and

(3) areas where, in the time available, I have not been able to satisfy myself of the Claimant's title and which for present purposes I assume to be "third party areas"

(together the **"Third Party Areas"**). These complexities are set out in more detail in my comments below.

9. Where I refer to current title plans that are not immediately available from HM Registry, the Claimant does, in all but one case and where the Claimant has instead obtained an extract from HM Land Registry's MapSearch function, hold copies of title plans that have been obtained previously, as indicated. Having reviewed the historic title plans and the MapSearch extract against a current version of the corresponding register of title, I am not aware of any factors that would have caused the plans to materially alter, save for any pending applications or leasehold interests, as indicated.

<u>Staythorpe Power Station</u>

10. The Claimant is the registered freehold owner of land known as Staythorpe Power Station, Averham NG23 5RQ and registered at HM Land Registry under freehold title number NT349128 (the **"Staythorpe Power Station Land"**). A copy of the title register is included at

Docusign Envelope ID: E43837AC-374A-45D3-A616-8CF4319B3785

**RJS1/[1-3]**. The title plan is not immediately available from HM Land Registry, but I have enclosed a historic copy at **RJS1/[4]**, in line with paragraph 9, above.

11. The Staythorpe Power Station Land comprises an active power plant, which is surrounded by a security perimeter fence. The area over which the Claimant is seeking injunctive relief follows this security perimeter fence and I refer to this as the **"Staythorpe Power Plant"**.

12. I refer to Plan 1A enclosed at **RJS1/[5]** and comment as follows:

    12.1 the Staythorpe Power Plant (being the land over which injunctive relief is sought) is shown edged hashed black;

    12.2 the wider Staythorpe Power Station Land is shown edged red; and

    12.3 the Staythorpe Leases (as defined below) are shown hatched blue.

13. I refer also to Plan 1 enclosed at **RJS1/[6]**, which shows the Staythorpe Power Plant (being the land over which injunctive relief is sought) shown edged red.

14. In relation to the title register for the Staythorpe Power Station Land (of which the Staythorpe Power Plant forms part), I comment as follows:

    14.1 the registered proprietor is listed as RWE Npower PLC, being a company name used previously by the Claimant. An extract from Companies House showing a list of the Claimant's previous company names is included at **RJS1/[7-8]**; and

    14.2 the title register is backdated, with one pending application at HM Land Registry with the reference Q980SQT (the **"Staythorpe Pending Application"**). This relates to an application lodged by the Claimant to close a leasehold interest which has now been incorporated into the Claimant's freehold title. An extract from HM Land Registry showing the pending application is included at **RJS1/[9]**.

15. In relation to leasehold interests (the **"Staythorpe Leases"**), there are two registered leases granted out of the Staythorpe Power Station Land title and which fall wholly within the Staythorpe Power Plant, as follows:

    15.1 leasehold title number NT372031, being land at Staythorpe Power Station, Staythorpe. The registered proprietor is National Gas Transmission PLC, with registered company number 2006000. Copies of the title register and title plan are included at **RJS1/[10-14]**; and

    15.2 leasehold title number NT409895, being land at Staythorpe Power Station, Staythorpe Road, Staythorpe. The registered proprietor is National Grid Electricity Transmission

Docusign Envelope ID: E43837AC-374A-45D3-A616-8CF4319B3785

PLC, with registered company number 02366977. Copies of the title register and title plan are included at **RJS1/[15-19]**.

There is a third lease (leasehold title number NT421944) granted out of the Staythorpe Power Station Land which is not included on the freehold title register and which sits partly within, and party outside, the Staythorpe Power Plant. I comment as follows:

15.3 the registered proprietor is National Grid Electricity Transmission PLC. No registered company number information is provided on the title register. A copy of the title register is included at **RJS1/[20-22].** The title plan is not immediately available from HM Land Registry but I have enclosed a historic copy at **RJS1/[23]**, in line with paragraph 9 above;

15.4 this is the leasehold title which is subject to the Staythorpe Pending Application referred to above; and

15.5 the building once erected on this leasehold demise has now been demolished.

16. The land and facilities within the areas demised by the Staythorpe Leases (with the exception of NT421944, where the building has now been demolished) are, in practice, integral to the overall functioning of the Staythorpe Power Plant. It would not be apparent to any person, who was not already aware of the leasehold demise, that these areas were not part and parcel of the Staythorpe Power Plant.

Didcot Power Station

17. The Claimant is:

17.1 the registered freehold owner of land known as Didcot Power Station, Didcot and Land on the South side of Hobbyhorse Road, Sutton Courtenay and registered at HM Land Registry under freehold title numbers ON157852 and BK69895 respectively; and

17.2 the registered leasehold owner of land known as Gatehouse, Didcot Power Station, Purchas Road, Didcot and registered at HM Land Registry under leasehold title number ON322203

(the **"Didcot Power Station Land"**). Copies of the title register and plan for ON322203 are included at **RJS1/[24-29]**. A copy of the title register for BK69895 is included at **RJS1/[30-32]**. The title plan for BK69895 is not immediately available from HM Land Registry, but I have enclosed a historic copy at **RJS1/[33-34]**, in line with paragraph 9 above, The title register and plan for ON157852 are not immediately available from HM Land Registry, but I have enclosed historic copies at **RJS1/[35-46]**, in line with paragraph 9 above.

Docusign Envelope ID: E43837AC-374A-45D3-A616-8CF4319B3785

18. The Didcot Power Station Land comprises an operational power plant and non-operational land, which are surrounded by a primary security perimeter fence. I refer to this as the **"Didcot Power Plant"**.

19. I refer to Plan 2A enclosed at **RJS1/[47]** and comment as follows:

    19.1 the Didcot Power Plant is shown edged hashed black;

    19.2 the freehold part of the wider Didcot Power Station Land is shown edged red;

    19.3 the Didcot Leases (as defined below) are shown hatched blue. Please note that two of the Didcot Leases (leasehold titles ON191378 and ON297164) are shown together in the area hatched blue and labelled "Electricity Distribution Site";

    19.4 the area of non-operational land is shown hatched violet is subject to a prospective sale (the **"Didcot Sale Land"**), as referred to below; and

    19.5 the area of operational land is shown hatched light brown and edged hashed yellow (the **"Operational Site"**) and is the land over which injunctive relief is sought.

20. I refer also to Plan 2 enclosed at **RJS1/[48]** which shows the Operational Site (being the land over which injunctive relief is sought) shown edged red.

21. In relation to the Didcot Sale Land, this comprises part of the Claimant's freehold title ON157852 (the **"Didcot Freehold Sale Land"**) and the whole of the Claimant's leasehold title ON322203 (the **"Didcot Leasehold Sale Land"**). The Claimant is in the process of selling the Didcot Freehold Sale Land by way of transfer of part of freehold title ON157852 and the Didcot Leasehold Sale Land by way of a lease assignment.

22. A section of the primary security perimeter fence is located on the eastern and southern sides of the Didcot Sale Land. Accordingly, if the sale of the Didcot Sale Land goes ahead, this section of the primary security perimeter fence will no longer be in the ownership of the Claimant and so, following the sale of the Didcot Sale Land, the Claimant will rely on the secondary security fence (which is shown hatched in purple) to secure the Operational Site.

23. In relation to the title registers for the Didcot Power Station Land (of which the Didcot Power Plant forms part), I comment as follows:

    23.1 on BK69895, the registered proprietor is listed as RWE Npower PLC, being a company name used previously by the Claimant. I refer to paragraph 14.1 above; and

Docusign Envelope ID: E43837AC-374A-45D3-A616-8CF4319B3785

23.2 on ON157852, the title register is backdated, with six pending applications at HM Land Registry. Only one of these pending applications (reference W187GYT) relates to the Operational Site, as follows:

(1) reference W187GYT concerns an application to protect easements relating to the entirety of the Didcot Power Station Land. An extract from HM Land Registry showing the pending application is included at **RJS1/[49]**.

The remaining pending applications concern land falling outside the Operational Site.

24. In relation to leasehold interests, there are six registered leases granted out of freehold title ON157852. Whilst the title register states that there are seven registered leases, entries 1 and 5 refer to the same leasehold title. Three of the six registered leases fall wholly within the Operational Site (the **"Didcot Leases"**), and three (ON210652, ON191379 and ON282200) fall wholly outside the Operational Site. I provide further detail on the three Didcot Leases as follows:

24.1 leasehold title number ON191378, being land and buildings at Didcot Power Station, Didcot. The registered proprietor is National Grid Electricity Transmission PLC with registered company number 2366977. Copies of the title register and title plan are included at **RJS1/[50-54]**;

24.2 leasehold title number ON297164, being land at Didcot Power Station, Didcot. The registered proprietor is National Grid Electricity Transmission PLC with registered company number 2366977. Copies of the title register and title plan are included at **RJS1/[55-59]**; and

24.3 leasehold title number ON194931, being land on the north side of Milton road. The registered proprietor is National Gas Transmission PLC with registered company number 2006000. Copies of the title register and title plan are included at **RJS1/[60-64]**.

25. The land and facilities within the areas demised by the Didcot Leases are, in practice, integral to the overall functioning of the Didcot Power Plant. It would not be apparent to any person, who was not already aware of the leasehold demise, that these areas were not part and parcel of the Didcot Power Plant.

Pembroke Power Station

26. The Claimant is the registered freehold owner of:

26.1 Greenhill Farm and adjoining Land, Pwllcrochan, Pembroke (SA71 5TJ);

Docusign Envelope ID: E43837AC-374A-45D3-A616-8CF4319B3785

26.2 Pembroke Power Station, Pembroke;

26.3 Land at Pembroke Power Station, Pembroke (SA71 5SS); and

26.4 Land On The North Side Of Greenhill Farm, Pwllcrochan, Pembroke

and registered at HM Land Registry under freehold title numbers CYM399739, WA962157, CYM768801 and CYM12566 respectively (the **"Pembroke Power Station Land"**). Copies of all four title registers and a copy of the title plan for CYM768801 are included at **RJS1/[65-83]**. The title plans for WA962157, CYM12566 and CYM399739 are not immediately available from HM Land Registry, but I have enclosed historic copies of WA962157 and CYM399739 at **RJS1/[84-99]**, in line with paragraph 9 above. I do not hold a historic copy of the title plan for CYM12566 but have included an extract from HM Land Registry's MapSearch function, showing the extent of CYM12566, at **RJS1/[100-101]**, in line with paragraph 9 above.

27. The Pembroke Power Station Land comprises:

27.1 an active power plant and a net zero centre, which are surrounded by a security perimeter fence; and

27.2 a construction site immediately abutting the south west of the perimeter fence (the **"Construction Land"**), which is surrounded by a separate fence (the **"Construction Land Fence"**) and on which:

(1) existing operational infrastructure is located; and

(2) additional operational infrastructure is being constructed, which will become operational in the near future.

On completion of the construction work on the Construction Land, the security perimeter fence will be extended to include the Construction Land.

28. The area over which the Claimant is seeking injunctive relief follows this security perimeter fence and Construction Land Fence. I refer to this area as the "**Pembroke Power Plant**".

29. I refer to Plan 3A enclosed at **RJS1/[102]** and comment as follows:

29.1 the Pembroke Power Plant (being the land over which injunctive relief is sought) is shown edged hashed black;

29.2 the wider Pembroke Power Station Land is shown edged red; and

29.3 the Pembroke Leases (as defined below) are shown hatched blue.

Docusign Envelope ID: E43837AC-374A-45D3-A616-8CF4319B3785

30. I refer also to Plan 3 enclosed at **RJS1/[103]**, which shows the Pembroke Power Plant (being the land over which injunctive relief is sought) shown edged red.

31. In relation to the title registers for the Pembroke Power Station Land (of which the Pembroke Power Plant forms part), I comment as follows:

    31.1 on CYM399739, the registered proprietor is listed as RWE Npower PLC, being a company name used previously by the Claimant. I refer to paragraph 14.1 above;

    31.2 on WA962157, the title register is backdated, with four pending applications at HM Land Registry. Only one of these pending applications (reference C019LTS) relates to the Pembroke Power Plant and concerns an application for an option for an easement over Pembroke Power Plant. An extract from HM Land Registry showing the pending application is included at **RJS1/[104]**. The remaining pending applications concern land falling outside the Pembroke Power Plant; and

    31.3 on CYM768801, the title register is backdated, with two pending applications at HM Land Registry. Both these pending applications concern land falling outside the Pembroke Power Plant.

32. In relation to leasehold interests, there are seven registered leases granted out of the Pembroke Power Station Land title (two granted out of freehold number CYM399739 and five granted out of freehold number WA962157). All leases fall outside the Pembroke Power Plant.

Little Barford Power Station

33. The Claimant is the registered freehold owner of land known as Little Barford Power Station, Barford Road, Little Barford PE19 6YT and registered at HM Land Registry under freehold title number BD214443 (the "**Little Barford Power Station Land**"). A copy of the title register is included at **RJS1/[105-109]**. The title plan is not immediately available from HM Land Registry, but I have enclosed a historic copy at **RJS1/[110]**, in line with paragraph 9, above.

34. The Little Barford Power Station Land comprises an active power plant, which is surrounded by a security perimeter fence. The area over which the Claimant is seeking injunctive relief follows this security perimeter fence, and the Little Barford Footbridge (defined below), and I refer to this as the "**Little Barford Power Plant**".

35. I refer to Plan 4A enclosed at **RJS1/[111]** and comment as follows:

    35.1 the Little Barford Power Plant (being the land over which injunctive relief is sought) is shown edged hashed black;

    35.2 the wider Little Barford Power Station Land is shown edged red;

Docusign Envelope ID: E43837AC-374A-45D3-A616-8CF4319B3785

35.3 the Little Barford Footbridge (defined below) is shown hatched blue; and

35.4 the Little Barford Lease (defined below) is shown hatched blue.

36. I refer also to Plan 4 enclosed at **RJS1/[112]**, which shows the Little Barford Power Plant (being the land over which injunctive relief is sought) shown edged red.

37. I am aware that the eastern and western sections of the Little Barford Power Station Land sit on either side of a public highway (known as Barford Road) and that there is a footbridge approximately half way along the public highway, which connects the two sections of the Little Barford Power Plant (the **"Little Barford Footbridge"**).

38. The Little Barford Footbridge provides the Claimant's employees and lawful visitors with a safe means of moving between the eastern and western sections of the Little Barford Power Plant. Little Barford Footbridge is accessed from within the perimeter fencing of the site on the eastern and western sides of Barford Road. Access to and from the eastern end of the Little Barford Footbridge is restricted by a turnstile located in the Little Barford Power Plant. There is no restriction on access from within the Little Barford Power Plant on the western side of the road. There is a handrail along the Little Barford Footbridge but there is no security fencing along the bridge itself.

39. The Little Barford Footbridge is a Third Party Area. However, injunctive relief is also sought in relation to the Little Barford Footbridge on the basis that:

39.1 it does not have security fencing and so could be vulnerable to being accessed from Barford Road with the use of a ladder or other climbing equipment; and

39.2 in the event that trespassers gained access to Little Barford Footbridge, then:

(1) they would be able to gain unrestricted access to the western section of the Little Barford Power Plant; and

(2) they may be able to gain access to the eastern section of the Little Barford Power Plant by (for instance) forcing open the turnstiles or scaling the turnstile building.

40. In relation to the title register for the Little Barford Power Station Land (of which the Little Barford Power Plant forms part), I comment as follows:

40.1 the registered proprietor is listed as RWE Npower PLC, being a company name used previously by the Claimant. I refer to paragraph 14.1 above; and

40.2 the title register is backdated, with one pending application at HM Land Registry with the reference X911FXT. This relates to an underlease in favour of On Tower UK

Docusign Envelope ID: E43837AC-374A-45D3-A616-8CF4319B3785

Limited, which is within the demise of the Little Barford Lease (defined below). An extract from HM Land Registry showing the pending application is included at **RJS1/[113]**.

41. In relation to leasehold interests, there is one registered lease granted out of the Little Barford Power Station Land title and which falls partly within and partly outside the Little Barford Power Plant (the "**Little Barford Lease**"), as follows:

41.1 leasehold title number BD168495, being land at Little Barford Power Station. The registered proprietor is Eastern Power Networks PLC, with registered company number 2366906. Copies of the title register and title plan are included at **RJS1/[114-117].**

42. There are two further leasehold interests (leasehold title numbers BD287002 and BD313633) granted out of the Little Barford Power Station Land. Both of these sit outside the Little Barford Power Plant.

43. The land and facilities within the area demised by the Little Barford Lease is, in practice, integral to the overall functioning of the Little Barford Power Plant. It would not be apparent to any person, who was not already aware of the leasehold demise, that this area was not part and parcel of the Little Barford Power Plant.

Great Yarmouth Power Station

44. The Claimant is the registered freehold owner of land at South Denes Power Station, South Denes Road, Great Yarmouth NR30 3PY and registered at HM Land Registry under freehold title number NK166277 (the **"Great Yarmouth Power Station Land"**). A copy of the title register is included at **RJS1/[118-121]**. The title plan is not immediately available from HM Land Registry, but I have enclosed a historic copy at **RJS1/[122]**, in line with paragraph 9 above.

45. The Great Yarmouth Power Station Land comprises an active power plant, which is surrounded by a security perimeter fence. The area over which the Claimant is seeking injunctive relief follows this security perimeter fence and I refer to this as the **"Great Yarmouth Power Plant"**.

46. I refer to Plan 5A enclosed at **RJS1/[123]** and comment as follows:

46.1 the Great Yarmouth Power Plant (being the land over which injunctive relief is sought) is shown edged hashed black;

46.2 the wider Great Yarmouth Power Station Land is shown edged red; and

46.3 the Great Yarmouth Leases (as defined below) are shown hatched blue.

Docusign Envelope ID: E43837AC-374A-45D3-A616-8CF4319B3785

47. I refer also to Plan 5 enclosed at **RJS1/[124]**, which shows the Great Yarmouth Power Plant (being the land over which injunctive relief is sought) shown edged red.

48. In relation to the title register for the Great Yarmouth Power Station Land (of which the Great Yarmouth Power Plant forms part), the registered proprietor is listed as RWE Npower PLC, being a company name used previously by the Claimant. I refer to paragraph 14.1 above.

49. In relation to leasehold interests (the **"Great Yarmouth Leases"**), there are two registered leases granted out of the Great Yarmouth Power Station Land title and which fall wholly within the Great Yarmouth Power Plant, as follows:

    49.1 leasehold title number NK363229, being Substation, South Denes Road, Great Yarmouth. The registered proprietor is Eastern Power Networks PLC, with registered company number 2366906. Copies of the title register and title plan is included at **RJS1/[125-129]**; and

    49.2 leasehold title number NK363233, being the tunnel and access shaft on the east side of South Denes Road, Great Yarmouth. The registered proprietor is Eastern Power Networks PLC, with registered company number 2366906. Copies of the title register and title plan is included at **RJS1/[130-133]**.

50. The land and facilities within the areas demised by the Great Yarmouth Leases are, in practice, integral to the overall functioning of the Great Yarmouth Power Plant. It would not be apparent to any person, who was not already aware of the leasehold demise, that these areas were not part and parcel of the Great Yarmouth Power Plant.

<u>Kings Lynn Power Station</u>

51. The Claimant is the registered freehold owner of land known as Kings Lynn Power Station, King's Lynn PE34 3RD and registered at HM Land Registry under freehold title numbers NK108157 and NK271060 (the **"Kings Lynn Power Station Land"**). Copies of the title registers for both NK108157 and NK271060, and the title plan for NK108157, are included at **RJS1/[135-144]**. The title plan for NK271060 is not immediately available from HM Land Registry, but I have enclosed a historic copy at **RJS1/[145]**, in line with paragraph 9, above.

52. The Kings Lynn Power Station Land comprises an active power plant, which is surrounded by a security perimeter fence. The area over which the Claimant is seeking injunctive relief follows this security perimeter fence and I refer to this as the **"Kings Lynn Power Plant"**.

53. I refer to Plan 6A enclosed at **RJS1/[146]** and comment as follows:

    53.1 the Kings Lynn Power Plant (being the land over which injunctive relief is sought) is shown edged hashed black;

Docusign Envelope ID: E43837AC-374A-45D3-A616-8CF4319B3785

53.2 the wider Kings Lynn Power Station Land is shown edged red;

53.3 the Kings Lynn Third Party Land (as defined below and being a Third Party Area) is shown hatched blue;

53.4 the Indeterminate Ownership Land (as defined below and being a Third Party Area) is shown hatched blue; and

53.5 the Kings Lynn Lease (as defined below) is shown hatched blue.

54. I refer also to Plan 6 enclosed at **RJS1/[147]**, which shows the Kings Lynn Power Plant (being the land over which injunctive relief is sought) shown edged red.

55. There are slight discrepancies where the boundary of the Kings Lynn Power Plant extends beyond the boundary of the Kings Lynn Power Station Land (the **"Indeterminate Ownership Land"**). I consider these small areas of land, extending beyond the Kings Lynn Power Station Land, to be Third Party Areas.

56. In relation to third-party freehold interests, there is a separate freehold interest which falls within the Kings Lynn Power Station Land (the **"Kings Lynn Third-Party Land"**), as follows:

56.1 freehold title number NK218673, being land to the North of North Sea Bank, Willows Business Park, King's Lynn. The registered proprietor is Eastern Power Networks PLC, with registered company number 2366906. Copies of the title register and title plan are included at **RJS1/[148-151]**. I consider this area to also be a Third Party Area.

57. In relation to leasehold interests, there is one lease which falls wholly within the Kings Lynn Power Plant (the **"Kings Lynn Lease"**), as follows:

57.1 leasehold title number NK179596, being land at Willows Business Park, High Road, South Lynn. The registered proprietor is National Gas Transmission PLC, with registered company number 2006000. Copies of the title register and title plan are included at **RJS1/[152-154]**.

58. The land and facilities within the areas demised by the Indeterminate Ownership Land, the Kings Lynn Third-Party Land and the Kings Lynn Lease are within, and are only accessible across, land to which the Claimant has an unencumbered right of possession. In practice, access is controlled by the Claimant in the same way as it is for persons travelling to / visiting the Kings Lynn Power Plant itself, and any rights that are enjoyed by the registered proprietors are related to the operation of the Kings Lynn Power Plant.

Docusign Envelope ID: E43837AC-374A-45D3-A616-8CF4319B3785

General

59. I understand that the purpose of this witness statement is to set out matters of fact of which I have personal knowledge. I understand that it is not my function to argue the case, either generally or on particular points, or to take the court through the documents in the case.

**CONFIRMATION OF COMPLIANCE**

This witness statement sets out only my personal knowledge and recollection, in my own words. On points that I understand to be important in the case, I have stated honestly (a) how well I recall matters and (b) whether my memory has been refreshed by considering documents, if so how and when. I have not been asked or encouraged by anyone to include in this statement anything that is not my own account, to the best of my ability and recollection, of events I witnessed or matters of which I have personal knowledge.

Signed: **Signed by:** Rachel Smith 2EC7C3ACB7147437...

Docusign Envelope ID: E43837AC-374A-45D3-A616-8CF4319B3785

STATEMENT OF TRUTH

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Dated: 01 October 2025

Signed: Signed by: Rachel Smith 2EC7C3ACB717437...

Full name: Rachel Jane Smith

**CERTIFICATE OF COMPLIANCE**

1. I am the relevant legal representative within the meaning of Practice Direction 57AC.

2. I am satisfied that the purpose and proper content of trial witness statements, and proper practice in relation to their preparation, including the witness confirmation required by paragraph 4.1 of Practice Direction 57AC, have been discussed with and explained to Rachel Jane Smith.

3. I believe this trial witness statement complies with Practice Direction 57AC and paragraphs 18.1 and 18.2 of Practice Direction 32, and that it has been prepared in accordance with the Statement of Best Practice contained in the Appendix to Practice Direction 57AC.

Signed: DocuSigned by: Carl Roche 7B6F9F121CCF411...

Name: Carl Roche

Position: Partner

Date: 1 October 2025

Docusign Envelope ID: E43837AC-374A-45D3-A616-8CF4319B3785

On behalf of: Claimant
Witness: R. J. Smith
No. of witness statement: 1
Exhibit(s): RJS1
Date made: 01 October 2025

**Claim No.**

**IN THE HIGH COURT OF JUSTICE**

**CHANCERY DIVISION**

**PROPERTY, TRUST AND PROBATE LIST**

**BETWEEN:**

**RWE Generation UK PLC**

**Claimant**

**And**

**(1) PERSONS UNKNOWN WHO WITHOUT THE CLAIMANT'S PERMISSION ENTER OR REMAIN UPON THE PREMISES DESCRIBED IN THE CLAIM FORM, OR WHO DAMAGE OR DEFACE ANY OF THOSE PREMISES OR ANY PART OF THEM, FOR THE PURPOSES OF PROTEST WHETHER IN SUPPORT OF ANY GREENPEACE CAMPAIGN OR OTHERWISE**

**(2) Greenpeace UK Limited**

**Defendants**

---

**EXHIBIT "RJS1"**

---

This is the exhibit marked **"RJS1"** referred to in the First Witness Statement of Rachel Jane Smith dated 01 October 2025

Signed by:
Rachel Smith
2EC7C3ACB717437...
Rachel Jane Smith

Docusign Envelope ID: E43837AC-374A-45D3-A616-8CF4319B3785


| Document No | Title | Page |
|---|---|---|
| **Staythorpe** | | |
| 1. | Official copy of register of title - NT349128 | 1-3 |
| 2. | Historic official copy of title plan – NT349128 | 4 |
| 3. | Plan 1A | 5 |
| 4. | Plan 1 | 6 |
| 5. | Extract from Companies House – RWE Generation UK PLC | 7-8 |
| 6. | HM Land Registry Application Enquiry – Title Number NT349128 | 9 |
| 7. | Official copy of register of title – NT372031 | 10-12 |
| 8. | Official copy of title plan – NT372031 | 13-14 |
| 9. | Official copy of register of title – NT409895 | 15-17 |
| 10. | Official copy of title plan – NT409895 | 18-19 |
| 11. | Official copy of register of title – NT421944 | 20-22 |
| 12. | Historic official copy of title plan – NT421944 | 23 |
| **Didcot** | | |
| 13. | Official copy of register of title – ON322203 | 24-27 |
| 14. | Official copy of title plan – ON322203 | 28-29 |
| 15. | Official copy of register of title – BK69895 | 30-32 |
| 16. | Historic official copy of title plan - BK69895 | 33-34 |
| 17. | Historic official copy of register of title – ON157852 | 35-45 |
| 18. | Historic official copy of title plan – ON157852 | 46 |
| 19. | Plan 2A | 47 |
| 20. | Plan 2 | 48 |
| 21. | HM Land Registry Application Enquiry – Title Number ON157852 | 49 |
| 22. | Official copy of register of title – ON191378 | 50-52 |
| 23. | Official copy of title plan – ON191378 | 53-54 |
| 24. | Official copy of register of title – ON297164 | 55-57 |

Docusign Envelope ID: E43837AC-374A-45D3-A616-8CF4319B3785


| | | |
|---|---|---|
| 25. | Official copy of title plan – ON297164 | 58-59 |
| 26. | Official copy of register of title – ON194931 | 60-62 |
| 27. | Official copy of title plan – ON194931 | 63-64 |
| **Pembroke** | | |
| 28. | Official copy of register of title – CYM399739 | 65-69 |
| 29. | Official copy of register of title – WA962157 | 70-75 |
| 30. | Official copy of register of title – CYM768801 | 76-78 |
| 31. | Official copy of title plan – CYM768801 | 79-80 |
| 32. | Official copy of register of title – CYM12566 | 81-83 |
| 33. | Historic official copy of title plan – WA962157 | 84-92 |
| 34. | Historic official copy of title plan - CYM399739 | 93-99 |
| 35. | MapSearch extract – CYM12566 | 100-101 |
| 36. | Plan 3A | 102 |
| 37. | Plan 3 | 103 |
| 38. | HM Land Registry Application Enquiry – Title Number WA962157 | 104 |
| **Little Barford** | | |
| 39. | Official copy of register of title – BD214443 | 105-109 |
| 40. | Historic official copy of title plan – BD214443 | 110 |
| 41. | Plan 4A | 111 |
| 42. | Plan 4 | 112 |
| 43. | HM Land Registry Application Enquiry – Title Number BD214443 | 113 |
| 44. | Official copy of register of title – BD168495 | 114-115 |
| 45. | Official copy of title plan – BD168495 | 116-117 |
| **Great Yarmouth** | | |
| 46. | Official copy of register of title – NK166277 | 118-121 |
| 47. | Historic official copy of title plan – NK166277 | 122 |
| 48. | Plan 5A | 123 |

Docusign Envelope ID: E43837AC-374A-45D3-A616-8CF4319B3785

| | | |
|---|---|---|
| 49. | Plan 5 | 124 |
| 50. | Official copy of register of title – NK363229 | 125-127 |
| 51. | Official copy of title plan – NK363229 | 128-129 |
| 52. | Official copy of register of title – NK363233 | 130-132 |
| 53. | Official copy of title plan – NK363233 | 133 |
| **Kings Lynn** | | |
| 54. | Official copy of register of title – NK108157 | 135 |
| 55. | Official copy of title plan – NK108157 | 136 |
| 56. | Official copy of register of title – NK271060 | 138-144 |
| 57. | Historic official copy of title plan – NK271060 | 145 |
| 58. | Plan 6A | 146 |
| 59. | Plan 6 | 147 |
| 60. | Official copy of register of title – NK218673 | 148-149 |
| 61. | Official copy of title plan – NK218673 | 150-151 |
| 62. | Official copy of register of title – NK179596 | 152-153 |
| 63. | Official copy of title plan – NK179596 | 154 |

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue.  We will not issue a paper official copy.

Applications are pending in HM Land Registry, which have not been completed against this title.

# Official copy of register of title

Title number NT349128 | Edition date 02.09.2009

- This official copy shows the entries on the register of title on 14 NOV 2024 at 13:56:36.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 22 Sep 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Nottingham Office.

## A: Property Register

This register describes the land and estate comprised in the title.

NOTTINGHAMSHIRE : NEWARK AND SHERWOOD

1 (02.05.2000) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Staythorpe Power Station, Averham (NG23 5RQ).

2 (02.05.2000) The mines and minerals together with ancillary powers of working are excepted.

3 (02.05.2000) There are excluded from this registration the substation sites and assets listed in schedules 1 and 2 of a Deed dated 30 March 1990 made between (1) Central Electricity Generating Board and (2) East Midlands Electricity Board.

*NOTE: Original filed.*

4 (02.05.2000) The land has the benefit of the rights granted by but is subject to the rights reserved by the Deed dated 31 March 1990 referred to in the Charges Register.

5 (04.04.2002) The land has the benefit for a term of 99 years from 20 February 2002 of the rights granted by a Deed dated 20 February 2002 made between (1) Railtrack Plc and (2) Innogy Plc.

*NOTE: Original filed.*

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

1 (02.05.2000) PROPRIETOR: RWE NPOWER PLC (Co. Regn. No. 3892782) of Windmill Hill Business Park, Whitehill Way, Swindon, Wilts SN5 6PB.

2 (02.05.2000) A Deed dated 16 March 2000 supplemental to the Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect

# B: Proprietorship Register continued

thereof.

# C: Charges Register

## This register contains any charges and other matters that affect the land.

1 (02.05.2000) A Deed dated 31 March 1990 made between (1) National Power Plc and (2) The National Grid Company Plc contains restrictive covenants.

*NOTE: Original filed.*

2 (02.05.2000) The land is subject to the rights granted by a Deed of Grant dated 31 March 1990 made between (1) National Power Plc and (2) The National Grid Company Plc.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Original filed.*

3 (18.06.2002) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

4 (18.06.2002) The land is subject to the rights granted by a Deed dated 29 January 2002 made between (1) Innogy PLC and (2) Transco PLC.

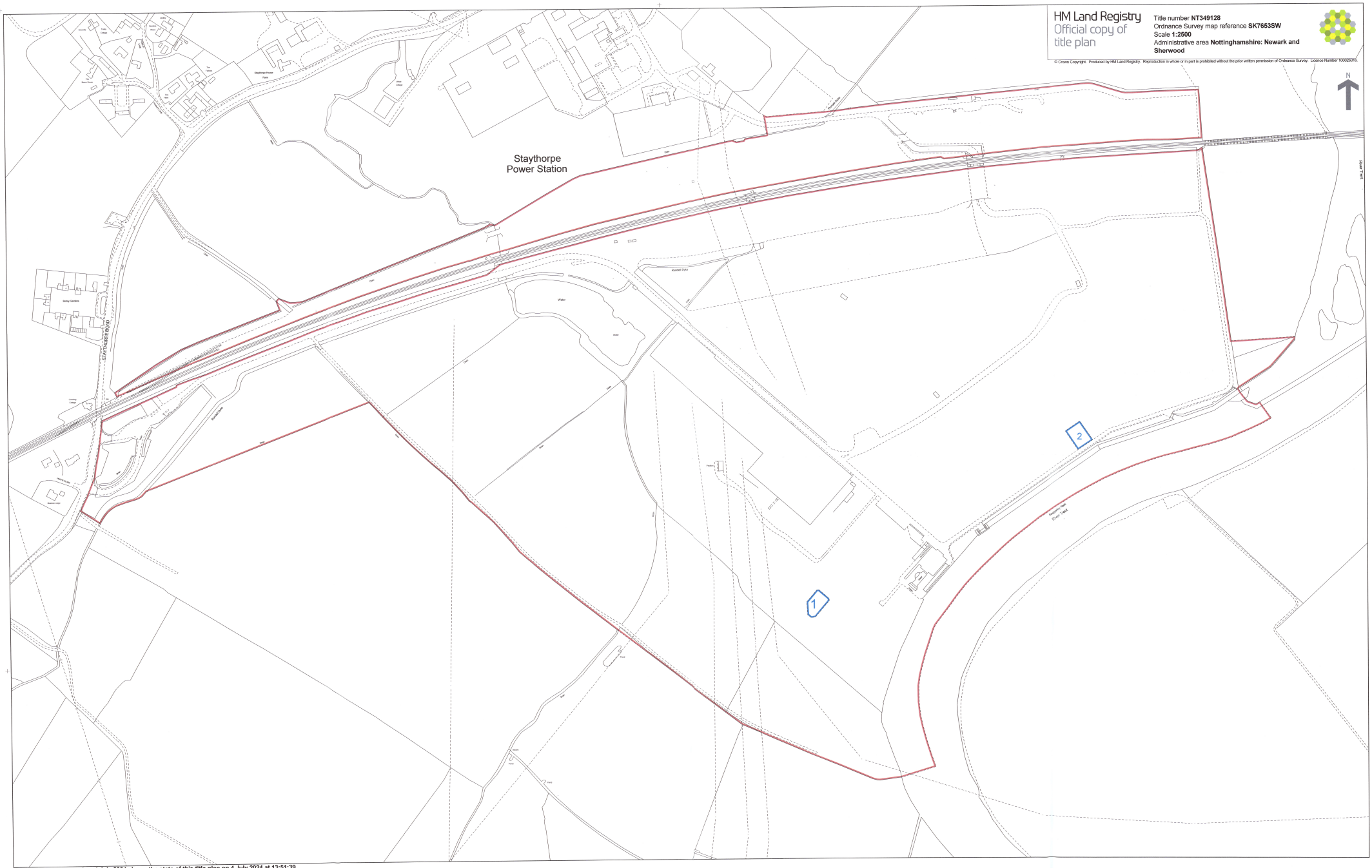
The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed.*

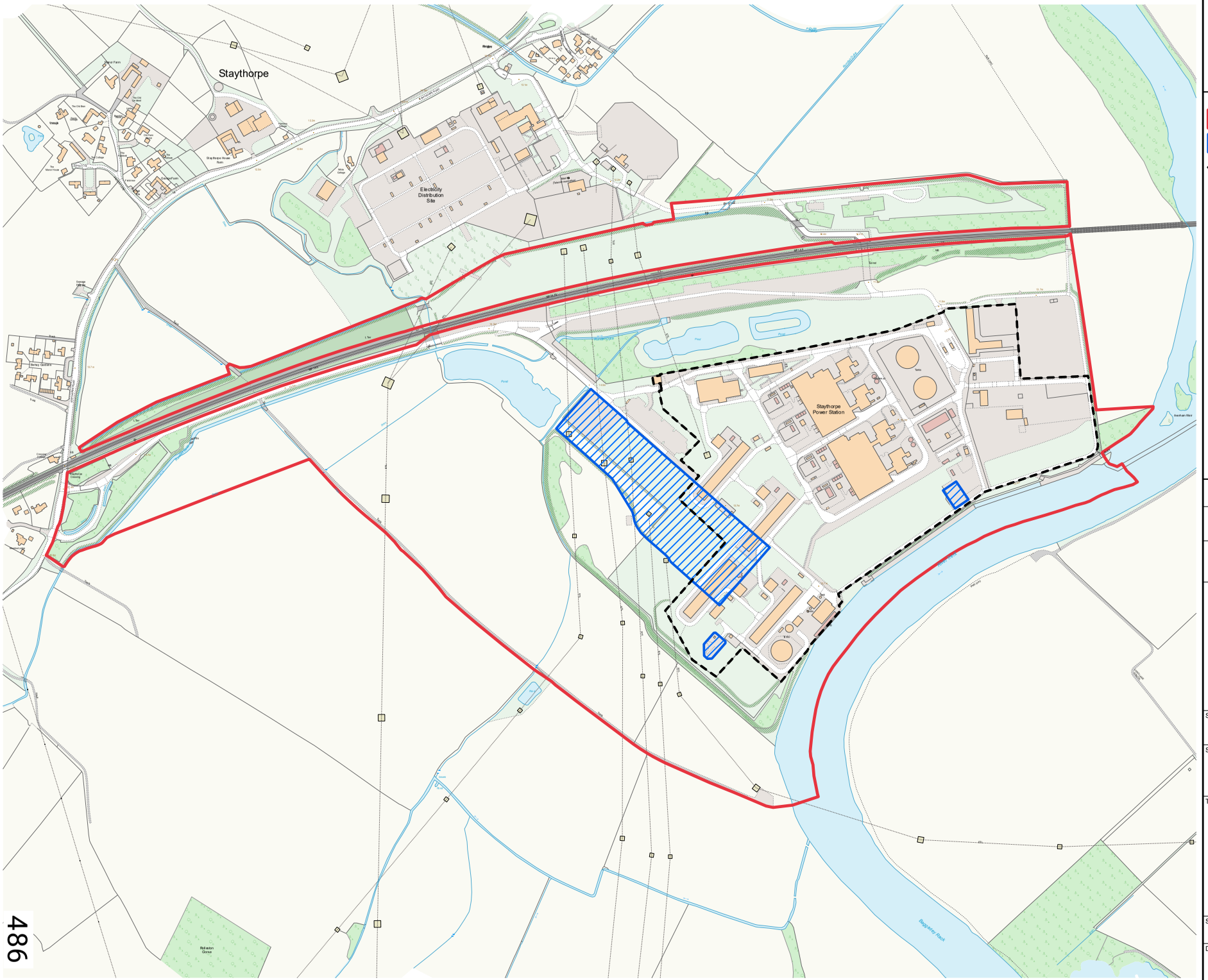
## Schedule of notices of leases

| | Registration date and plan ref. | Property description | Date of lease and term | Lessee's title |
|---|---|---|---|---|
| 1 | 18.06.2002 edged and numbered 1 in blue | Land at Staythorpe Power Station | 29.01.2002 99 years from 1 July 2001 | NT372031 |
| 2 | 22.07.2005 edged and numbered 2 in blue | heavy lifting platform | 11.08.2003 50 years from 11.8.2003 | NT409895 |

## End of register




**This official copy issued on 4 July 2024 shows the state of this title plan on 4 July 2024 at 13:51:39.**
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
**This title is dealt with by HM Land Registry, Durham Office.**




N

0 40 80 120 160 200 Meters

**Key:**

- RWE ownership boundary (86.61ha)
- Leasehold boundaries (4.19ha)
- Main security boundary (2416m)

| MJA | WM | 30/09/25 | WM | B |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:5,500 |

Site

STAYTHORPE POWER STATION

Title

PLAN 1A

SITE SECURITY

THE SITE PLAN

Status

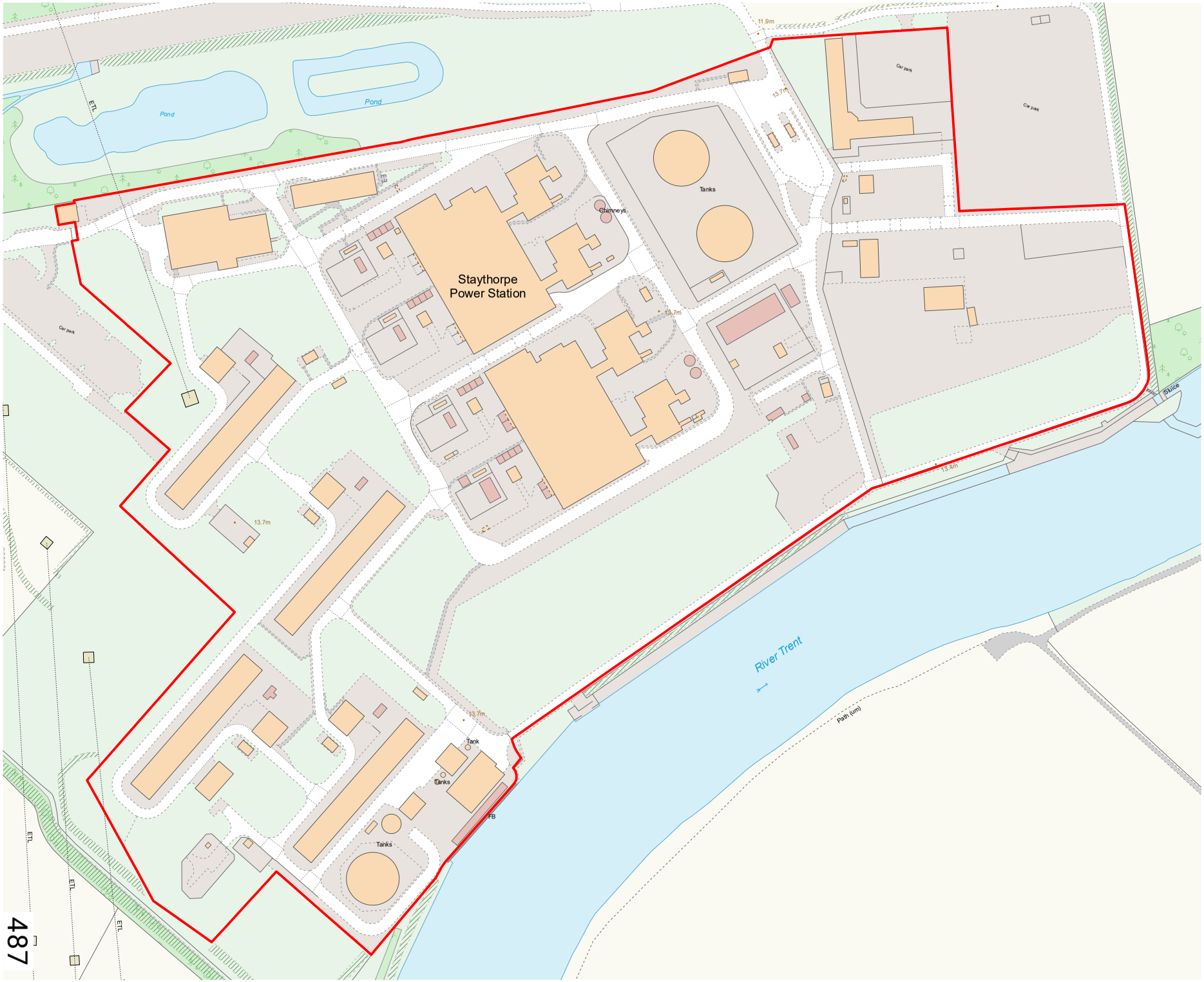
FINAL

Drawing Number

RWE/STYTH/PMS/0004/B

486

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.




N

0 10 20 30 40 50 Meters

**Key:**

Extent of injunction area (2416m)

| MJA | WM | 30/09/25 | WM | B |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:2,250 |

Site

STAYTHORPE POWER STATION

Title

PLAN 1

SITE SECURITY

EXTENT OF INJUNCTION AREA PLAN

Status

FINAL

Drawing Number

RWE/STYTH/PMS/0005/B

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.

**Cookies on Companies House services**

We use some essential cookies to make our services work.

We'd also like to use analytics cookies so we can understand how you use our services and to make improvements.

Accept analytics cookies | Reject analytics cookies | View cookies (/help/cookies)

GOV•UK

**Find and update company information (https://beta.companieshouse.gov.uk/)**

Companies House does not verify the accuracy of the information filed (http://resources.companieshouse.gov.uk/serviceInformation.shtml#compInfo)
Advanced company search (/advanced-search)

# RWE GENERATION UK PLC

Company number **03892782**

Follow this company

File for this company (https://beta.companieshouse.gov.uk/company/03892782/authorise?return_to=/company/03892782)

Overview | Filing history | People | Charges | More

Registered office address
Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, SN5 6PB

Company status
Active

Company type
Public limited Company

Incorporated on
13 December 1999

## Accounts

Next accounts made up to **31 December 2025**
due by **30 June 2026**

Last accounts made up to **31 December 2024**

## Confirmation statement

Next statement date **13 December 2025**
due by **27 December 2025**

Last statement dated **13 December 2024**

## Nature of business (SIC)

- 35110 - Production of electricity

## Previous company names

| Name | Period |
|---|---|
| RWE NPOWER PLC | 02 Aug 2004 - 01 Jul 2014 |
| RWE INNOGY PLC | 01 Oct 2003 - 02 Aug 2004 |
| INNOGY PLC | 20 Jul 2000 - 01 Oct 2003 |
| NPOWER | 19 Jan 2000 - 20 Jul 2000 |
| HACKUNLIMCO (NO.21) | 13 Dec 1999 - 19 Jan 2000 |

Tell us what you think of this service (https://www.smartsurvey.co.uk/s/getcompanyinformation/) Is there anything wrong with this page? (/help/feedback?sourceurl=https://find-and-update.company-information.service.gov.uk/company/03892782)

Policies Link opens in new tab Cookies (https://beta.companieshouse.gov.uk/help/cookies)
Contact us Link opens in new tab
Accessibility statement (https://beta.companieshouse.gov.uk/help/accessibility-statement)
Developers Link opens in new tab

Built by Companies House

© Crown copyright

# HM Land Registry
# Application Enquiry

## Application Details

**Enquiry time:** 25 SEP 2025 at 17:42:06

---

**Dealing, 14 NOV 2024**

**Title Number:** NT349128

| | |
|---|---|
| HM Land Registry Reference | Q980SQT |
| Application Type | Dealing |
| Priority Date | 14 Nov 2024 |
| Priority Time | 13:56:37 |
| Lodged By | RWE GENERATION UK PLC<br><br>WINDMILL HILL BUSINESS PARK<br>WHITEHILL WAY<br>SWINDON<br>SN5 6PB |
| Customer Reference | RJS/Legal/Stay/NG |
| Application Received By | Post |
| Application Progress | Received: Priority Protected - Awaiting Processing |

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue.  We will not issue a paper official copy.

# Official copy of register of title

Title number NT372031 | Edition date 04.01.2024

- This official copy shows the entries on the register of title on 22 SEP 2025 at 14:21:09.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 22 Sep 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Nottingham Office.

## A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

NOTTINGHAMSHIRE : NEWARK AND SHERWOOD

1 (18.06.2002) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at Staythorpe Power Station, Staythorpe.

2 (18.06.2002) The mines and minerals together with ancillary powers of working are excepted.

3 (18.06.2002) There are excluded from this registration the substation sites and assets listed in schedules 1 and 2 of a Deed dated 30 March 1990 made between (1) Central Electricity Generating Board and (2) East Midlands Electricity Board.

*NOTE: Copy filed under NT349128.*

4 (18.06.2002) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 29 January 2002
Term : 99 years from 1 July 2001
Rent : A peppercorn
Parties : (1) Innogy PLC
(2) Transco PLC

5 (18.06.2002) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.

6 (18.06.2002) The lessor's title is registered.

7 (18.06.2002) The land has the benefit of the rights granted by a Deed dated 29 January 2002 made between (1) Innogy PLC and (2) Transco PLC.

*NOTE: Copy filed under NT349128.*

8 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it

# A: Property Register continued

reserves, so far as those easements and rights exist and benefit or affect the registered land.

# B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

## Title absolute

1 (18.06.2002) PROPRIETOR: NATIONAL GAS TRANSMISSION PLC (Co. Regn. No. 2006000) of National Grid House, Warwick Technology Park, Gallows Hill, Warwick CV34 6DA.

# C: Charges Register

This register contains any charges and other matters that affect the land.

1 (18.06.2002) A Deed dated 31 March 1990 made between (1) National Power Plc and (2) The National Grid Company Plc contains restrictive covenants.

*NOTE: Copy Deed filed under NT349128.*

2 (18.06.2002) The land is subject to the rights granted by a Deed of Grant dated 31 March 1990 made between (1) National Power Plc and (2) The National Grid Company Plc.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under NT349128.*

## End of register

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue.  We will not issue a paper official copy.

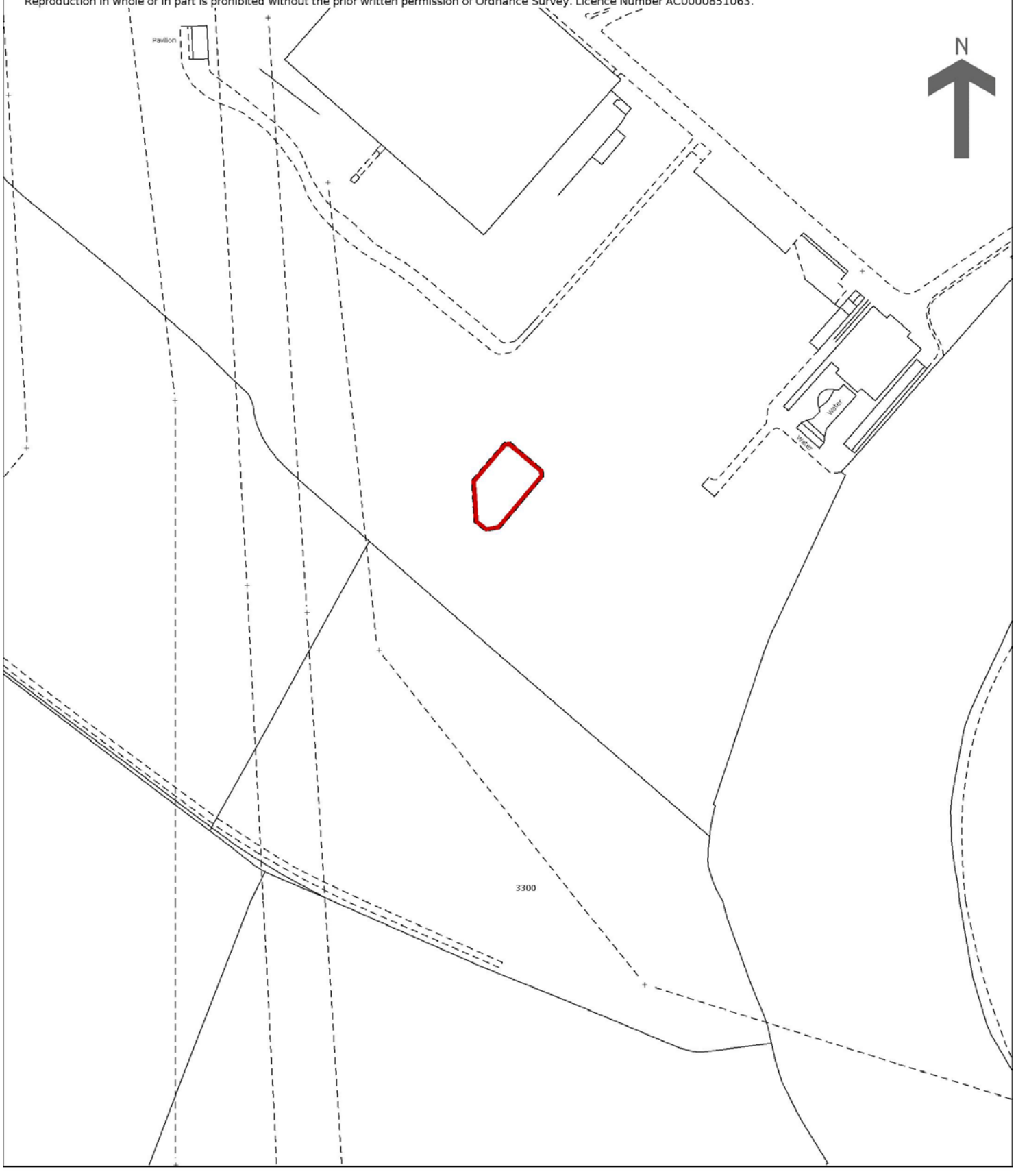
This official copy was delivered electronically and when printed will not be to scale.  You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 22 September 2025 shows the state of this title plan on 22 September 2025 at 14:21:09. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by the HM Land Registry, Nottingham Office .

# HM Land Registry
## Official copy of title plan

Title number **NT372031**
Ordnance Survey map reference **SK7653SW**
Scale **1:2500**
Administrative area **Nottinghamshire : Newark and Sherwood**

©Crown Copyright. Produced by HM Land Registry.
Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number AC0000851063.






This official copy is incomplete without the preceding notes page.

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue.  We will not issue a paper official copy.

# Official copy of register of title

Title number NT409895 | Edition date 16.11.2006

- This official copy shows the entries on the register of title on 22 SEP 2025 at 14:22:36.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 22 Sep 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Nottingham Office.

## A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

NOTTINGHAMSHIRE : NEWARK AND SHERWOOD

1 (22.07.2005) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at Staythorpe Power Station, Staythorpe Road, Staythorpe.

2 (22.07.2005) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 11 August 2003
Term : 50 years from 11 August 2003
Parties : (1) Innogy Plc
(2) National Grid Company

3 (22.07.2005) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.

4 (22.07.2005) The mines and minerals together with ancillary powers of working are excepted.

5 (22.07.2005) There are excluded from this registration the substation sites and assets listed in schedules 1 and 2 of a Deed dated 30 March 1990 made between (1) Central Electricity Generating Board and (2) East Midlands Electricity Board.

*NOTE: Copy filed under NT349128.*

6 (22.07.2005) The lessor's title is registered.

7 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

# B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

## Title absolute

1 (22.07.2005) PROPRIETOR: NATIONAL GRID ELECTRICITY TRANSMISSION PLC (Co. Regn. No. 02366977) of 1-3 The Strand, London WC2N 5EH.

# C: Charges Register

This register contains any charges and other matters that affect the land.

1 (22.07.2005) A Deed dated 31 March 1990 made between (1) National Power Plc and (2) The National Grid Company Plc contains restrictive covenants.

*NOTE: Copy filed under NT349128.*

2 (22.07.2005) The land is subject to the rights reserved the Deed dated 31 March 1990 referred to above.

## End of register

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue.  We will not issue a paper official copy.

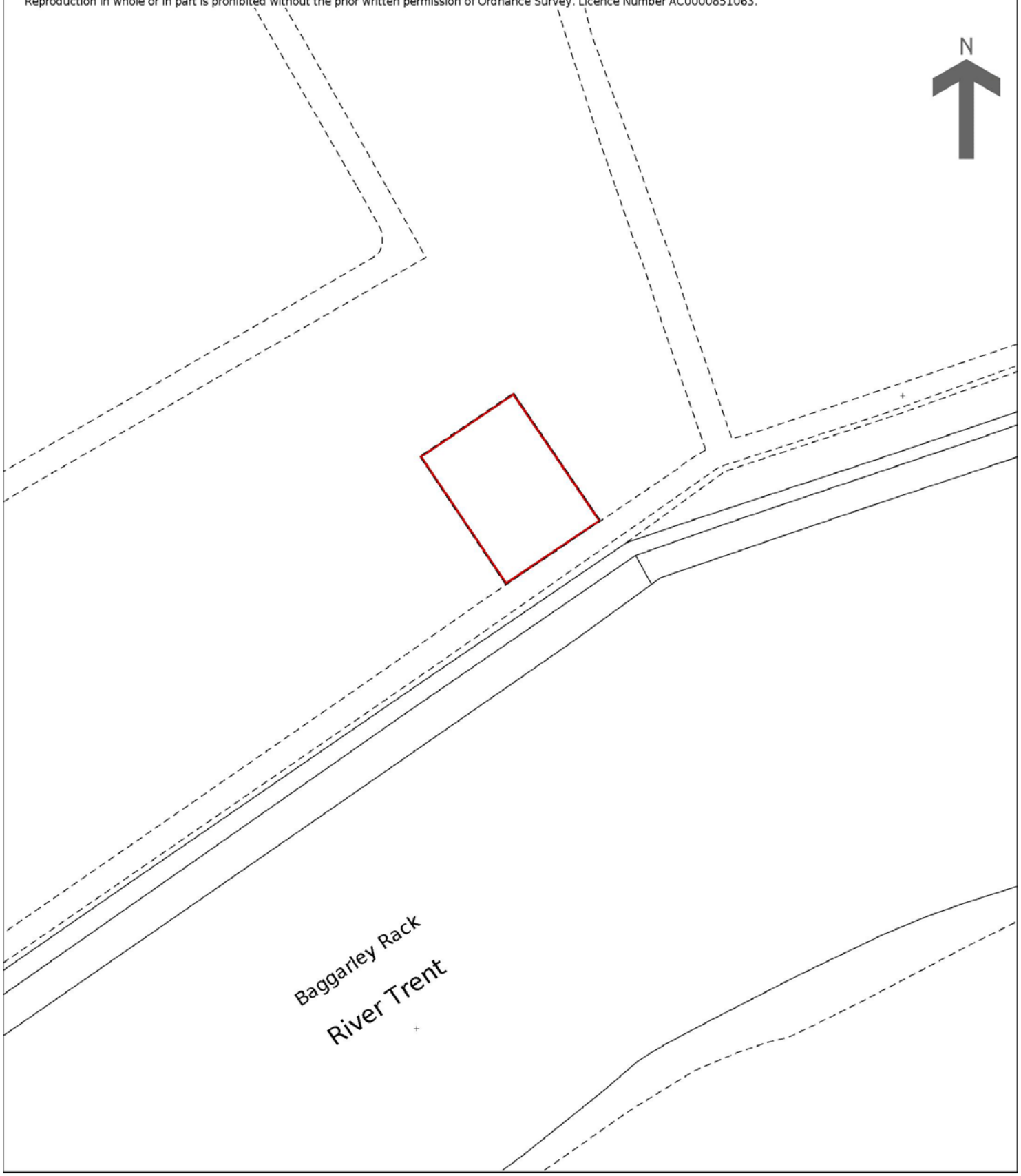
This official copy was delivered electronically and when printed will not be to scale.  You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 22 September 2025 shows the state of this title plan on 22 September 2025 at 14:22:36. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by the HM Land Registry, Nottingham Office .

# HM Land Registry
## Official copy of title plan

Title number **NT409895**
Ordnance Survey map reference **SK7653SE**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Nottinghamshire : Newark and Sherwood**

©Crown Copyright. Produced by HM Land Registry.
Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number AC0000851063.






This official copy is incomplete without the preceding notes page.

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue.  We will not issue a paper official copy.

Applications are pending in HM Land Registry, which have not been completed against this title.

# Official copy of register of title

Title number NT421944 | Edition date 14.07.2006

- This official copy shows the entries on the register of title on 14 NOV 2024 at 13:56:36.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 22 Sep 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Nottingham Office.

## A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

NOTTINGHAMSHIRE : NEWARK AND SHERWOOD

1 (14.07.2006) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being part of Staythorpe Power Station, Staythorpe.

2 (14.07.2006) The mines and minerals together with ancillary powers of working are excepted.

3 (14.07.2006) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 14 July 1990
Term : 999 years commencing on 31 March 1990
Parties : (1) National Power plc
(2) The National Grid Company plc

NOTE:The Lessors title is registered.

4 (14.07.2006) The title includes any legal easements granted by the registered lease but is subject to any rights that are granted or reserved by the said lease and affect the registered land.

5 (14.07.2006) There are excluded from this registration the substation sites and assets listed in schedules 1 and 2 of a deed dated 30 March 1990 made between (1) Central Electricity Generating Board and (2) East Midlands Electricity Board.

¬Note: Copy filed under NT349128.

6 (14.07.2006) The land has the benefit of the rights granted by but is subject to the rights reserved by the deed dated 31 March 1990 referred to in the Charges Register.

7 (14.07.2006) The land has the benefit for a term of 99 years from 20 February 2002 of the rights granted by a Deed dated 20 February 2002 made between (1) Railtrack Plc and (2) Innogy Plc.

*NOTE: Copy filed under NT349128.*

# B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

## Title absolute

1 (14.07.2006) PROPRIETOR: NATIONAL GRID ELECTRICITY TRANSMISSION PLC of 1-3 Strand, London, WC2N 5EH.

# C: Charges Register

This register contains any charges and other matters that affect the land.

1 (14.07.2006) A Deed dated 31 March 1990 made between (1) National Power Plc and (2) The National Grid Company Plc contains restrictive covenants.

*NOTE: Copy filed under NT349128.*

2 (14.07.2006) The land is subject to the rights granted by a Deed of Grant dated 31 March 1990 made between (1) National Power Plc and (2) The National Grid Company Plc.

The said Deed also contains restrictive covenants by the grantor.

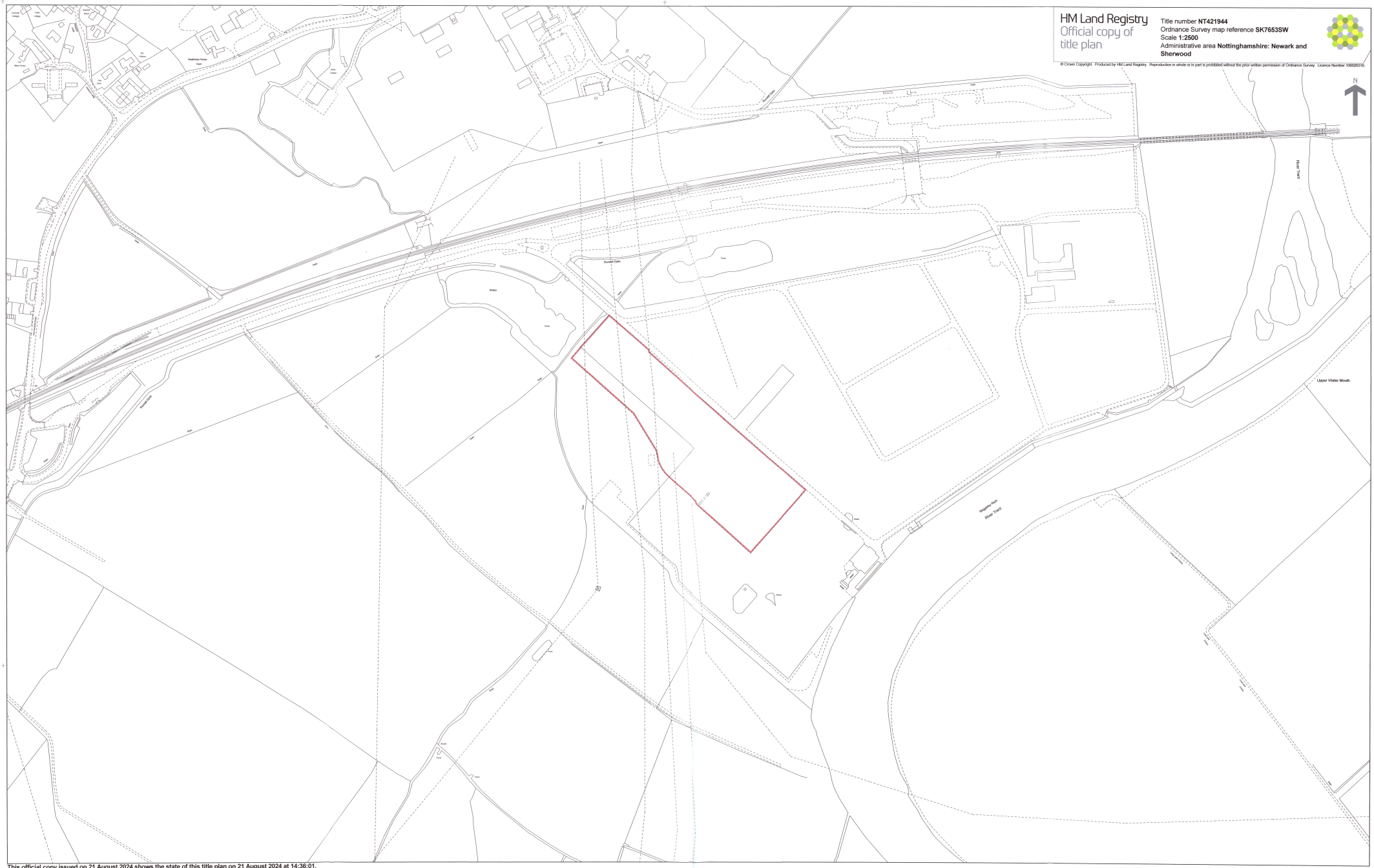
*NOTE: Copy filed under NT349128.*

3 (14.07.2006) The land is subject to the rights granted by a Deed dated 29 January 2002 made between (1) Innogy PLC and (2) Transco PLC.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under NT349128.*

## End of register




**This official copy issued on 21 August 2024 shows the state of this title plan on 21 August 2024 at 14:36:01.**
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
**This title is dealt with by HM Land Registry, Durham Office.**

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue.  We will not issue a paper official copy.

# Official copy of register of title

Title number ON322203 | Edition date 12.11.2015

- This official copy shows the entries on the register of title on 25 SEP 2025 at 10:43:16.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 25 Sep 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Gloucester Office.

## A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

OXFORDSHIRE : VALE OF WHITE HORSE

1 (12.11.2015) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Gatehouse, Didcot Power Station, Purchas Road, Didcot.

2 (12.11.2015) The land has the benefit of any legal easements granted by the Transfer dated 15 December 2014 referred to in the Charges Register but is subject to any rights that are reserved by the said deed and affect the registered land.

3 (12.11.2015) The Transfer of the freehold estate dated 15 December 2014 referred to in the Charges Register contains provisions as to light or air and boundary structures.

4 (12.11.2015) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 15 December 2014
Term : 50 years from 15 December 2014
Parties : (1) Clowes Developments (UK) Limited
(2) RWE Generation (UK) plc

5 (12.11.2015) The landlord's title is registered.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

1 (12.11.2015) PROPRIETOR: RWE GENERATION UK PLC (Co. Regn. No. 03892782) of Windmill Hill Business Park, Whitehill Way, Swindon SN5 6PB.

# C: Charges Register

This register contains any charges and other matters that affect the land.

1 (12.11.2015) The land is subject to the following rights granted by a Lease of an electricity sub-station site dated 30 March 1990 made between (1) Central Electricity Generating Board and (2) Southern Electricity Board for a term of 999 years (less 3 days) from 30 March 1990:-

"TOGETHER WITH so far as the Landlord is able to grant the same and for the purposes only of the Permitted Use the rights set out in Schedule 1

SCHEDULE 1

Easements and rights in the nature

of easements granted to the Tenant

1. Subject as herein mentioned rights for the Tenant its agents and licensees to:-

(a) Pass to and from the Demised Premises with or without vehicles at all times on or over the roadways shown coloured brown on Plan A or over such of the roadways on the Landlord's Property as the Landlord shall from time to time reasonably designate PROVIDED THAT such roadways shall not be used by vehicles with loads which exceed the weight limits which such roadways are from time to time designed to support and which have from time to time been notified in writing to the Tenant and in case such weight limits are exceeded by the Tenant or other persons authorised by it the Tenant shall at is own expense forthwith remedy or cause to be remedied any damage caused to the roadways as a result of the transportation over the roadways of any load in excess of such weight limits as currently apply to the said roadways; and

(b) Where necessary upon giving reasonable prior notice to the Landlord and in compliance with any reasonable conditions specified by the Landlord to load and unload plant and equipment from the part of the said roadways immediately adjacent to the Demised Premises

2. The right to retain all Lines and Cables belonging to the Tenant (the approximate positions of which existing Lines are shown coloured red on Plan A and of which existing Cables are shown coloured green and brown on Plan A and B or in either case notified in writing to the Landlord by the Tenant within twelve months of the date hereof (time to be of the essence) and agreed upon by the Landlord) as are now or shall within the Perpetuity period be installed in accordance with Paragraph of Schedule 1 in over or through the Landlord's Property and the right for the Tenant and all persons authorised by it to use the same

3. The right to the free passage and running of water soil electricity gas telephone and other communication media and other services now benefiting the Demised Premises through the drains pipes wires or other conduits (but excluding Lines and Cables) which are now or shall within the Perpetuity Period be laid in over or through the Landlord's Property

4. The right to use that part of the Earthing system situate within the Landlord's Property

5. Subject to the provisions of Clause 3.12 and (as appropriate) Sub-clause 3.7.1 the right to enter the Landlord's Property with or without workmen and equipment in order to:-

(a) Inspect test maintain repair remove renew operate alter or replace the Lines and Cables referred to in Paragraph 2 of Schedule 1 (or otherwise installed in accordance with the terms of this Lease) and the drains pipes wires and other conduits referred to in Paragraph 3 of Schedule 1 and

# C: Charges Register continued

(b) Install (instead of any Lines and/or Cables referred to in Paragraph 2 of Schedule 1) in the same location as such existing Line and/or Cable a new Line and/or Cable having a different nominal voltage or electrical capacity or capability from the one to be replaced and

(c) Inspect maintain repair and alter the demised Premises and/or replace the buildings thereon or the Tenant's plant and equipment (but only to the extent that the requisite works cannot reasonably be carried out without access to the Landlord's Property) provided that this right shall only apply to those parts of the Landlord's Property as are from time to time unbuilt upon

6. All rights of light air support and shelter belonging to or enjoyed by the Demised Premises

7. Subject as herein provided the right to erect a sign board near each entrance to the Landlord's Property at which the Tenant from time to time gains access to the Demised Premises via the Landlord's Property from the public highway each such sign board to be of a size and in a location as the Landlord shall reasonably approve and insofar as adequate directional signs do not exist on relevant parts of the Landlord's Property the right to erect thereon such directional signs as the Tenant shall reasonably require in order to direct visitors to the Demised Premises such signs to be of a size or sizes and in locations as the Landlord shall reasonably approve"

*NOTE: Copy plan filed under BK104748.*

2 (12.11.2015) A Transfer of the freehold estate of the land in this title and other land dated 15 December 2014 made between (1) RWE Generation UK plc and (2) Clowes Developments (Uk) Limited contains restrictive covenants.

*NOTE: Copy filed under ON316668.*

3 (12.11.2015) UNILATERAL NOTICE in respect of a Contract for Sale dated 14 March 2014 made between (1) RWE npower Plc and (2) Clowes Developments (UK) Limited.

4 (12.11.2015) BENEFICIARY: Clowes Developments (UK) Limited (Co. Regn. No. 00819793) of Brailsford Hall, Brailsford, Derbyshire DE6 3BU.

# End of register

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue.  We will not issue a paper official copy.

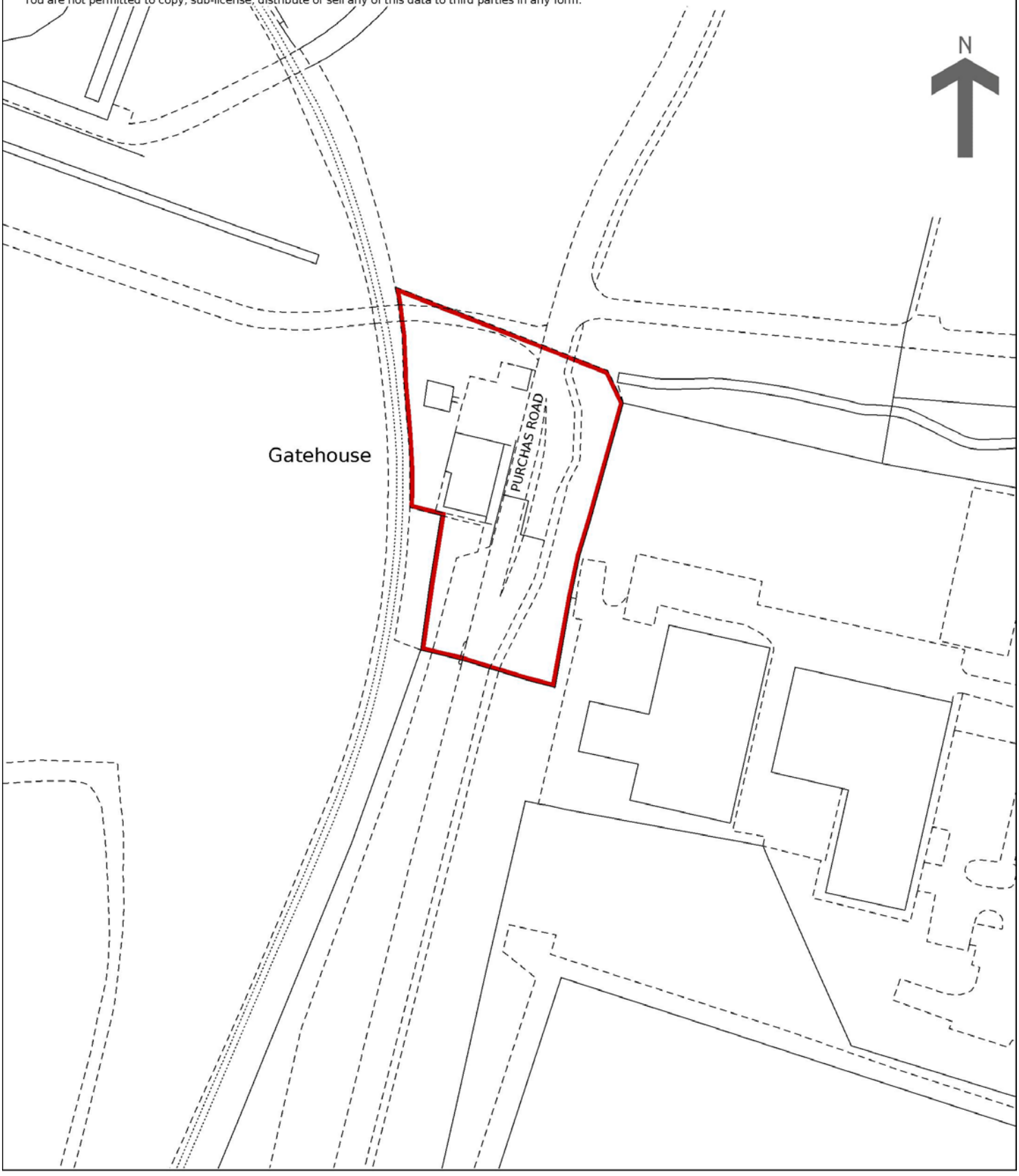
This official copy was delivered electronically and when printed will not be to scale.  You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 25 September 2025 shows the state of this title plan on 25 September 2025 at 10:43:16. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by the HM Land Registry, Gloucester Office .

# HM Land Registry
## Official copy of title plan

Title number **ON322203**
Ordnance Survey map reference **SU5191NW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Oxfordshire : Vale of White Horse**

© Crown copyright and database rights 2016 Ordnance Survey AC0000851063.
You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.






This official copy is incomplete without the preceding notes page.

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue.  We will not issue a paper official copy.

# Official copy of register of title

Title number BK69895 | Edition date 05.02.2021

- This official copy shows the entries on the register of title on 25 SEP 2025 at 10:34:12.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 25 Sep 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Gloucester Office.

## A: Property Register

This register describes the land and estate comprised in the title.

OXFORDSHIRE : VALE OF WHITE HORSE

1 (29.09.1967) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the South side of Hobbyhorse Road, Sutton Courtenay.

2 (08.12.2020) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

1 (28.04.2000) PROPRIETOR: RWE NPOWER PLC (Co. Regn. No. 3892782) of Windmill Hill Business Park, Whitehill Way, Swindon, SN5 6PB.

2 (28.04.2000) A Deed dated 16 March 2000 made between (1) Npower and (2) National Power PLC contains a covenant to observe and perform the covenants and other obligations referred to in the Transfer to the proprietor and of indemnity in respect thereof.

3 (08.12.2020) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by Hushang Ventures One Ltd, Hushang Ventures Two Ltd, CloudHQ Didcot Power GP Ltd and CloudHQ Didcot Fibre GP Ltd of 3rd Floor, 37 Esplanade, St Helier, Jersey, JE1 1AD.

## C: Charges Register

This register contains any charges and other matters that affect the land.

1 The land is subject to the rights excepted and reserved a Conveyance of the land in this title dated 8 September 1967 made between (1) William Frank Caudwell and (2) Central Electricity Generating Board.

# C: Charges Register continued

*NOTE: Original filed.*

2 The parts of the land affected thereby are subject to the rights in respect of gas mains or pipes in upon or over the land the approximate position of which is shown tinted blue on the filed plan granted by a Deed dated 4 August 1972 made between (1) Central Electricity Generating Board and (2) Southern Gas Board. The said Deed also contains restrictive covenants.

*NOTE: Copy filed.*

3 (07.05.1996) The land is subject to the rights granted by a Deed dated 22 April 1996 made between (1) National Power PLC and (2) ARC Limited.

*NOTE: Original filed under BK25615*

4 (23.08.1999) By a Deed dated 7 July 1999 made between (1) National Power PLC and (2) Hanson Quarry Products Europe Limited the terms of the Deed dated 22 April 1996 referred to above were varied.

*NOTE: Original filed under ON194307.*

5 (19.07.2011) The land is subject to the rights granted by a Transfer of land lying to the south west of the land in this title dated 3 March 2011 made between (1) RWE Npower PLC and (2) Diageo Pension Trust (Property Custodian) Limtied and Diageo Pension Trust Limited.

*NOTE: Copy filed under ON296849.*

6 (08.12.2020) UNILATERAL NOTICE in respect of an Agreement for Easement dated 20 November 2020 made between (1) RWE Generation UK Plc and (2) Hushang Ventures One Ltd, Hushang Ventures Two Ltd, CloudHQ Didcot Power GP Ltd (in its capacity as General Partner of CloudHQ Didcot Power LP) and CloudHQ Didcot Fibre GP Ltd (in its capacity as General Partner of CloudHQ Didcot Fibre LP.

7 (08.12.2020) BENEFICIARY: Hushang Ventures One Ltd, Hushang Ventures Two Ltd, CloudHQ Didcot Power GP Ltd in its capacity as General Partner of CloudHQ Didcot Power LP and CloudHQ Didcot Fibre GP Ltd in its capacity as General Partner of CloudHQ Didcot Fibre LP of 3rd Floor, 37 Esplanade, St Helier, Jersey JE1 1AD.

8 (05.02.2021) The land is subject to any rights that are granted by a Deed of Easement dated 21 January 2021 made between (1) RWE Generation UK PLC and (2) Hushang Ventures One Ltd and Hushang Ventures Two Ltd and Cloudhq Didcot Power GP Ltd in its capacity as General Partner of Cloudhq Didcot Power LP and Cloudhq Didcot Fibre GP Ltd in its capacity as general partner of Cloudhq Didcot Fibre LP and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

*NOTE:-Copy filed under BK65574.*

# End of register

**These are the notes referred to on the following official copy**

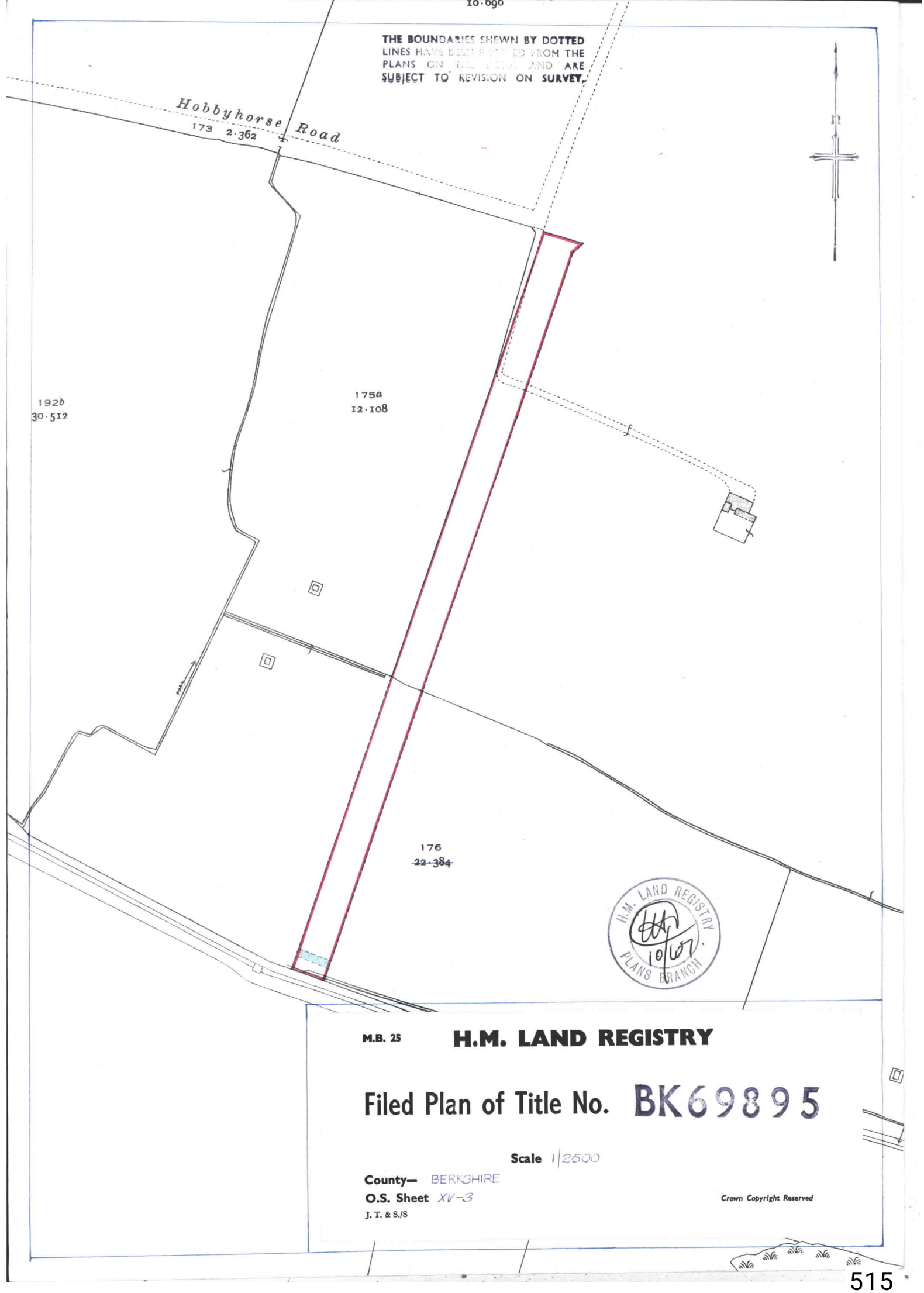
The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue.  We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale.  You can obtain a paper official copy by ordering one from Land Registry.

This official copy is issued on 14 October 2016 shows the state of this title plan on 14 October 2016 at 14:30:04. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by the Land Registry, Gloucester Office .

© Crown copyright. Produced by Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.




M.B. 25

# H.M. LAND REGISTRY

## Filed Plan of Title No. BK69895

Scale 1/2500

County— BERKSHIRE

O.S. Sheet XV-3

J. T. & S./S

Crown Copyright Reserved



This official copy is incomplete without the preceding notes page.

Land Registry

# Official copy of register of title

Title number ON157852 | Edition date 09.01.2024

- This official copy shows the entries in the register of title on 24 March 2025 at 11:14:22.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 11 June 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title, see www.gov.uk/land-registry.
- This title is dealt with by HM Land Registry Durham Office.

## A: Property register

This register describes the land and estate comprised in the title.

OXFORDSHIRE : SOUTH OXFORDSHIRE
OXFORDSHIRE : VALE OF WHITE HORSE

1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at Didcot Power Station, Didcot.

2 The mines and minerals are excepted from the registration of the land tinted brown on the filed plan.

3 The land is subject to the exceptions and reservations and the provisions of Clauses 2 and 6 of the Conveyance and Transfer dated 23 March 1971 referred to in the Charges Register.

4 The land has the benefit of the rights granted by a Deed dated 7 December 1971 made between (1) The Wallingford Council and (2) Central Electricity Generating Board.

*NOTE: Copy filed under BK104748.*

5 A new filed plan based on the latest revision of the Ordnance Survey Map has been substituted for the original plan.

6 The land remaining in this title has the benefit of the following rights reserved by a Transfer of the land on the south side of Milton Road, Didcot dated 27 February 1975 made between (1) Central Electricity Generating Board and (2) Lansdown Estates (Milton) Limited:-

"EXCEPT AND RESERVING unto the Board in fee simple

(i) all rights of light and air heretofore enjoyed by or with respect to the Board's retained property over the property hereby transferred together with the right of support from the property hereby transferred for the Board's retained property and all buildings structures or apparatus now

# A: Property register continued

standing or which may at any time hereafter be erected or installed thereon and

(ii) all cables wires pipes drains and other installations (if any) now installed in or upon the property hereby transferred and serving the Board's retained property and the right to the free and uninterrupted use thereof together with the right for the Board's workmen or contractors upon giving not less than seven days' notice in writing (except in case of emergency when as much notice as practicable shall be given) to enter upon the property hereby transferred for the purpose of repairing maintaining renewing and removing the same the Board forthwith making good at its own expense any damage caused to the property hereby transferred or any structures thereon in the exercise of such rights"

7 By the Transfer dated 27 February 1975 referred to above the reservation of rail access rights contained in Part 2 of the First Schedule to the Conveyance and Transfer dated 23 March 1971 referred to above was extinguished.

8 The land has the benefit of the following rights reserved by a Transfer of the land on the south side of Basil Hill Road, Didcot dated 14 December 1977 made between (1) Central Electricity Generating Board and (2) South Oxfordshire District Council:-

"EXCEPT AND RESERVING unto the Board in fee simple all quasi-easements or rights of light and air and all other quasi-easements and rights in the nature of easements heretofore enjoyed by or with respect to the adjoining or neighbouring property of the Board over the property hereby transferred Together with the right of support from the property hereby transferred for such adjoining or neighbouring property of the Board and all buildings structures or apparatus now standing or which may at any time hereafter be erected or installed thereon."

9 The land has the benefit of the following rights reserved by the Transfer dated 27 March 1986 referred to in the Charges Register:-

"Excepting and Reserving to the Transferor and its successors in title in fee simple the free passage and running of water and soil and all services and other matters to and from its adjoining property comprised in the remainder of Title Number BK104748 and any buildings for the time being thereon through and along the cables lines pipes mains sewers and drains (if any) at present used for the purpose in and under the property transferred with power for it the owner or owners of such adjoining property or any part or parts thereof to enter for the purpose of cleansing repairing and renewing the said cables lines pipes mains sewers and drains or any of them doing as little damage as possible to the property entered upon and making good the surface without unnecessary delay at their own cost and making compensation for any damage done or occasioned by the exercise of this power."

10 (30.07.1997) The land has the benefit of but is subject to the rights granted by a Deed dated 31 March 1990 made between (1) National Power PLC and (2) The National Grid Company PLC.

*NOTE: Copy filed under ON198338.*

11 (25.05.2004) The land has the benefit of the rights reserved by the Transfer dated 20 April 2004 referred to in the Charges Register.

12 (15.08.2005) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of Unit G4, Milton Road and

# A: Property register continued

other land dated 27 May 2005 made between (1) RWE NPower plc and (2) Harmsworth Quays Printing Limited.

*NOTE: Copy filed under ON257693.*

13 (19.05.2006) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of Plot 6 Milton Road dated 23 December 2005 made between (1) RWE NPower PLC and (2) Hanson Building Products Limited.

*NOTE: Copy filed under ON263560.*

14 (07.11.2008) The land has the benefit of the rights reserved by but is subject to the rights granted by the Transfer dated 4 November 2008 referred to in the Charges Register.

15 (02.10.2009) The land has the benefit of the rights granted by a Deed dated 25 June 2008 made between (1) SSE Services PLC and (2) RWE NPower PLC.

*NOTE: Copy filed under BK99323.*

16 (05.01.2011) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer dated 20 December 2010 referred to in the Charges Register.

17 (24.02.2011) The land has the benefit of the rights reserved by but is subject to the rights granted by the Transfer dated 26 January 2011 referred to in the Charges Register.

18 (02.08.2011) The land has the benefit of the rights granted by a Deed dated 27 July 2011 made between (1) Barbara Ann Hands and (2) RWE NPower PLC.

*NOTE: Copy filed under ON238647.*

19 (08.08.2013) The land has the benefit of the rights granted by a Deed dated 7 August 2013 made between (1) Roger Gilbert Squires and Angela Florence Squires and (2) RWE NPOWER Plc.

*NOTE: Copy filed under ON171389.*

20 (20.01.2014) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of Buildings H2 and H4, Milton Road and other land dated 23 December 2013 made between (1) Rwe Npower Plc and (2) Millhill Tools (Warehouse) Limited.

*NOTE: Copy filed under ON310932.*

21 (04.12.2014) By the Deed dated 24 October 2014 referred to in the Charges Register the rights reserved by the Transfer dated 20 December 2010 referred to above were released as therein mentioned.

22 (04.12.2014) By the Deed dated 24 October 2014 referred to in the Charges Register the rights granted by and reserved by the Transfer dated 26 January 2011 referred to above were released as therein mentioned.

23 (20.01.2015) The land has the benefit of any legal easements granted/reserved by clause LR11.1 of the registered lease/the registered lease/the Transfer dated 15 December 2014 referred to above/in the Charges Register but is subject to any rights that are granted/reserved by/as mentioned in the said deed and affect the registered land.

# A: Property register continued

24 (20.12.2021) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

# B: Proprietorship register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

## Title absolute

1 PROPRIETOR: RWE GENERATION UK PLC (Co. Regn. No. 3892782) of Windmill Hill Business Park, Whitehill Way, Swindon, SN5 6PB.

2 (28.04.2000) A Deed dated 16 March 2000 made between (1) Npower and (2) National Power PLC contains a covenant to observe and perform the covenants and other obligations referred to in the Transfer to the proprietor and of indemnity in respect thereof.

3 (25.05.2004) RESTRICTION: No disposition of the registered estate in the land coloured blue and green on the RX1 plan by the proprietor of the registered estate is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number ON157852 or, if appropriate, signed on such proprietors behalf by its secretary or conveyancer, that the provisions of clause 13.5 of the Transfer dated 20 April 2004 and executed by (1) RWE Innogy PLC and (2) Gazeley Properties Limited have been complied with.

*NOTE: RX1 filed under ON247751.*

4 (20.01.2015) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of clause 12.8 (j) of a Transfer dated 15 December 2014 made between (1) RWE Generation UK PLC and (2) Clowes Developments (UK) Limited have been complied with or do not apply to the disposition.

*NOTE: Copy filed under ON316668.*

5 (20.10.2016) RESTRICTION: No disposition (other than a charge) of the registered estate shown edged and numbered 2 in brown on the title plan by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 6(c) of the Deed of Grant dated 18 October 2016 referred to in the Charges Register have been complied with or that they do not apply to the disposition.

6 (08.12.2020) RESTRICTION: No disposition of the part of the registered estate shown tinted blue on the title plan by the proprietor of the registered estate is to be registered without a written consent signed by Hushang Ventures One Ltd, Hushang Ventures Two Ltd, CloudHQ Didcot Power GP Ltd and CloudHQ Didcot Fibre GP Ltd of 3rd Floor, 37 Esplanade, St Helier, Jersey, JE1 1AD.

7 (29.09.2021) RESTRICTION: No disposition (other than a charge)of the registered estate edged and numbered 2 in brown on the title plan by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by a conveyancer that the provisions of clause 6)b of the deed of grant of easement dated 11 August

# B: Proprietorship register continued

2021 made between (1) RWE Generation UK plc and (2) Clowes Developments (UK) Limited have been complied with or that they do not apply to the disposition.

# C: Charges register

## This register contains any charges and other matters that affect the land.

1 A Conveyance and Transfer of the land in this title dated 23 March 1971 made between (1) The Secretary of State for Defence and (2) Central Electricity Generating Board contains restrictive covenants and provisions (in Clause 7) as to alternative services roadways or installations.

*NOTE: Copy filed under BK104748.*

2 The land is subject to the rights granted to Thames Valley Water Board and Southern Electricity Board by Conveyances dated 30 November 1970 and 19 March 1971 as specified in the Conveyance and Transfer dated 23 March 1971 referred to in Entry No. 2 above.

3 The land tinted blue on the filed plan is subject to such rights of way as may be subsisting thereover.

4 The land is subject to the following rights granted by a Transfer of land on the north east side of Basil Hill Road dated 27 March 1986 made between (1) Central Electricity Generating Board (Transferor) and (2) Nurdin and Peacock PLC:-

"Together with such rights appertaining thereto so far as the same are still subsisting and affect the property."

5 (09.12.1991) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto. The leases grant and reserve easements as therein mentioned.

6 (09.12.1991) The parts of the land affected thereby are subject to the following rights granted by the Lease of an electricity sub-station site dated 30 March 1990 referred to in the Schedule of Leases hereto:-

"TOGETHER WITH so far as the Landlord is able to grant the same and for the purposes only of the Permitted Use the rights set out in Schedule 1

SCHEDULE 1

Easements and rights in the nature

of easements granted to the Tenant

1. Subject as herein mentioned rights for the Tenant its agents and licensees to:-

(a) Pass to and from the Demised Premises with or without vehicles at all times on or over the roadways shown coloured brown on Plan A or over such of the roadways on the Landlord's Property as the Landlord shall from time to time reasonably designate PROVIDED THAT such roadways shall not be used by vehicles with loads which exceed the weight limits which such roadways are from time to time designed to support and which have from time to time been notified in writing to the Tenant and in case such weight limits are exceeded by the Tenant or other persons authorised by it the Tenant shall at is own expense forthwith remedy or cause to be remedied any damage caused to the roadways as a result of the transportation over the roadways

# C: Charges register continued

of any load in excess of such weight limits as currently apply to the said roadways; and

(b) Where necessary upon giving reasonable prior notice to the Landlord and in compliance with any reasonable conditions specified by the Landlord to load and unload plant and equipment from the part of the said roadways immediately adjacent to the Demised Premises

2. The right to retain all Lines and Cables belonging to the Tenant (the approximate positions of which existing Lines are shown coloured red on Plan A and of which existing Cables are shown coloured green and brown on Plan A and B or in either case notified in writing to the Landlord by the Tenant within twelve months of the date hereof (time to be of the essence) and agreed upon by the Landlord) as are now or shall within the Perpetuity period be installed in accordance with Paragraph of Schedule 1 in over or through the Landlord's Property and the right for the Tenant and all persons authorised by it to use the same

3. The right to the free passage and running of water soil electricity gas telephone and other communication media and other services now benefiting the Demised Premises through the drains pipes wires or other conduits (but excluding Lines and Cables) which are now or shall within the Perpetuity Period be laid in over or through the Landlord's Property

4. The right to use that part of the Earthing system situate within the Landlord's Property

5. Subject to the provisions of Clause 3.12 and (as appropriate) Sub-clause 3.7.1 the right to enter the Landlord's Property with or without workmen and equipment in order to:-

(a) Inspect test maintain repair remove renew operate alter or replace the Lines and Cables referred to in Paragraph 2 of Schedule 1 (or otherwise installed in accordance with the terms of this Lease) and the drains pipes wires and other conduits referred to in Paragraph 3 of Schedule 1 and

(b) Install (instead of any Lines and/or Cables referred to in Paragraph 2 of Schedule 1) in the same location as such existing Line and/or Cable a new Line and/or Cable having a different nominal voltage or electrical capacity or capability from the one to be replaced and

(c) Inspect maintain repair and alter the demised Premises and/or replace the buildings thereon or the Tenant's plant and equipment (but only to the extent that the requisite works cannot reasonably be carried out without access to the Landlord's Property) provided that this right shall only apply to those parts of the Landlord's Property as are from time to time unbuilt upon

6. All rights of light air support and shelter belonging to or enjoyed by the Demised Premises

7. Subject as herein provided the right to erect a sign board near each entrance to the Landlord's Property at which the Tenant from time to time gains access to the Demised Premises via the Landlord's Property from the public highway each such sign board to be of a size and in a location as the Landlord shall reasonably approve and insofar as adequate directional signs do not exist on relevant parts of the Landlord's Property the right to erect thereon such directional signs as the Tenant shall reasonably require in order to direct visitors to the Demised Premises such signs to

# C: Charges register continued

be of a size or sizes and in locations as the Landlord shall reasonably approve"

*NOTE: Copy plan filed under BK104748.*

7 (18.03.1993) By a Deed dated 14 October 1992 made between (1) National Power PLC and (2) Southern Electric PLC the plan to the Lease dated 30 March 1990 referred to in the Schedule of Leases hereto was varied.

*NOTE: Copy Deed filed under ON146343.*

8 (08.07.1996) The land is subject to the rights granted by a Deed dated 31 March 1990 made between (1) National Power PLC and (2) The National Grid Company PLC.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed.*

9 (28.07.2000) The land is subject to the rights granted by a Deed dated 21 July 1993 made between (1) National Power PLC and (2) The Secretary of State for Defence.

*NOTE: Original filed under ON220051*

10 (18.02.2004) A Routeing Agreement dated 11 February 2004 made between (1) R W E Innogy PLC (2) Gazeley Properties Limited and (3) The Oxfordshire County Council relates to the development of the land in this title and other land

*NOTE: Copy filed under ON141171.*

11 (25.05.2004) The land is subject to the rights granted by a Transfer of part of Asda Didcot ADC, Sutton Courtenay Road dated 20 April 2004 made between (1) RWE Innogy PLC and (2) Gazeley Properties Limited.

*NOTE: Copy filed under ON247751.*

12 (25.05.2004) The Transfer dated 20 April 2004 referred to above contains provisions for an exchange of land in the circumstances set out in clause 13.3 (e) of the said Transfer.

13 (09.05.2006) An Agreement dated 4 May 2006 made between (1) Harmsworth Quays Printing Limited and (2) RWE NPower Plc and (3) Oxfordshire County Council relates to the construction maintenance and adoption of an estate road. The said Deed also contains restrictive conditions.

*NOTE: Copy filed.*

14 (18.05.2006) A Routing Agreement dated 9 May 2006 made between (1) RWE Npower PLC and (2) The Oxfordshire County Council relates to developement at Plot 4a, Land west of Didcot Power Station.

*NOTE: Copy filed.*

15 (06.07.2006) The land is subject to the rights granted by a Deed dated 3 July 2006 made between (1) RWE Npower plc (Grantor) and (2) Southern Electric Power Distribution plc.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed.*

# C: Charges register continued

16 (07.11.2008) A Transfer of part of Unit T1, Milton Park dated 4 November 2008 made between (1) RWE Npower PLC and (2) Meaujo (727) Limited contains restrictive covenants by the Transferor.

*NOTE:-Copy filed under ON282059.*

17 (27.03.2009) By a Deed dated 23 March 2009 made between (1) RWE Npower PLC and (2) Birch Sites Limited the terms of the lease dated 31 March 1990 referred to in the Schedule of Leases hereto were varied.

*NOTE: Copy Deed filed under ON191379.*

18 (11.05.2009) By a Deed dated 23 March 2009 made between (1) RWE NPower plc and (2) Birch Sites Limited the terms of the lease dated 31 March 1990 referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed.*

19 (19.06.2009) The land is subject to the rights granted by a Deed of Grant dated 18 June 2009 made between (1) RWE NPower Plc and (2) Southern Electric Power Distribution Plc.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed.*

20 (05.01.2011) A Transfer of part of Unit T1, Milton Park dated 20 December 2010 made between (1) RWE Npower plc and (2) Lingfield (Oxon) Limited contains restrictive covenants by the Transferors.

*NOTE:-Copy filed under ON295363.*

21 (24.02.2011) A Transfer of land on the north side of Asda Didcot CDC, Sutton Courtenay Road dated 26 January 2011 made between (1) RWE Npower PLC and (2) Diageo Pension Trust (Property Custodian) Limited (as Trustee Custodian of the Diageo Pension Scheme) and Diageo Pension Trust Limited (as Trustee of the Diageo Pension Scheme) contains restrictive covenants by the Transferors.

*NOTE:-Copy filed under ON296105.*

22 (12.05.2011) The land is subject to such rights as may have been granted by leases of land originally in this title for the original terms of the respective leases or until earlier extinguishment of the rights.

23 (12.05.2011) The land is subject to the rights granted by a Transfer which included the land on the east side of Sutton Courtenay Lane, Didcot dated 3 March 2011 made between (1) RWE Npower PLC and (2) Diageo Pension Trust (Property Custodian) Limtied and Diageo Pension Trust Limited.

*NOTE: Copy filed under ON296849.*

24 (04.08.2014) By a Deed dated 25 July 2014 made between (1) Millhill Warehousing Limited (2) Millhill Tools (Warehousing) Limited (3) Hanson Building Products Limited and (4) PIMCO 2945 Limited the terms of the lease dated 23 December 2005 referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed under ON263561.*

25 (04.12.2014) By a Deed dated 24 October 2014 made between (1) RWE Generation UK Plc and (2) Lingfield (Oxon) Limited the covenants contained

# C: Charges register continued

in the Transfer dated 20 December 2010 referred to above were expressed to be released.

*NOTE: Copy filed.*

26 (04.12.2014) By a Deed dated 24 October 2014 made between (1) RWE Generation UK plc and (2) Diageo Pension Trust (Property Custodian) Limited And Diageo Pension Trust Limited the covenants contained in the Transfer dated 26 January 2011 referred to above were expressed to be released.

*NOTE: Copy filed.*

27 (20.01.2015) A Transfer of land at Didcot Power Station dated 15 December 2014 made between (1) Rwe Generation Uk Plc (Transferor) and (2) Clowes Development (Uk) Limited (Transferee) contains restrictive covenants by the Transferor.

*NOTE: Copy filed under ON316668.*

28 (20.10.2016) The land is subject to the rights granted by a Deed of Grant of Easement and Option Agreement dated 18 October 2016 made between (1) RWE Generation UK PLC and (2) Clowes Developments (UK) Limited.

*NOTE: Copy filed.*

29 (21.04.2017) The land is subject to any rights that are granted by a Deed dated 7 April 2017 made between (1) RWE Generation UK Plc (2) Morland Utilities Limited and (3) Sourthern Gas Networks Plc and affect the registered land.
The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed.*

30 (19.07.2017) By a Deed dated 18 July 2017 made between (1) RWE Generation UK PLC and (2) Southern Gas Networks PLC the rights granted by the Deed dated 7 April 2017 referred to above were expressed to be varied by the substitution of a new plan.

*NOTE: Copy filed.*

31 (12.09.2017) The land is subject to any rights that are granted by a Deed dated 9 August 2017 made between (1) RWE Generation UK Plc and (2) Southern Electric Power Distribution Plc and affect the registered land.
The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed.*

32 (13.03.2019) The land is subject to any rights that are granted by a Deed dated 25 February 2019 made between (1) RWE Generation UK PLC (2) Berkshire Buckinghamshire and Oxfordshire Wildlife Trust and (3) Diageo Pension Trust (Property Custodian) Limited and Diageo Pension Trust Limited and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

*NOTE:-Copy filed under ON141171.*

33 (08.12.2020) The land is subject to any rights that are granted by a Deed of Easement dated 23 November 2020 made between (1) RWE Generation UK Plc (2) National Grid Electricity Transmission Plc and (3) Hushang Ventures One Ltd, Hushang Ventures Two Ltd, CloudHQ Didcot Power GP Ltd in its capacity as General Partner of CloudHQ Didcot Power LP and CloudHQ Didcot Fibre GP

# C: Charges register continued

Ltd in its capacity as General Partner of CloudHQ Didcot Fibre LP and affect the registered land.
The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under ON361100.*

34 (05.02.2021) The land is subject to any rights that are granted by a Deed of Easement dated 21 January 2021 made between (1) RWE Generation UK PLC and (2) Hushang Ventures One Ltd and Hushang Ventures Two Ltd and Cloudhq Didcot Power GP Ltd in its capacity as General Partner of Cloudhq Didcot Power LP and Cloudhq Didcot Fibre GP Ltd in its capacity as general partner of Cloudhq Didcot Fibre LP and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

*NOTE:-Copy filed under BK65574.*

35 (28.09.2021) UNILATERAL NOTICE in respect of an Option for Variation of Covenants dated 11 August 2021 made between (1) RWE Generation Plc and (2) Clowes Developments (UK) Limited.

36 (28.09.2021) BENEFICIARY: Clowes Developments (UK) Limited (Co. Regn. No. 00819793) of Ednaston Park Painters Lane, Ednaston, Ashbourne, Derbyshire DE6 3FA.

37 (29.09.2021) The land is subject to any rights that are granted by a Deed of Grant of Easement dated 11 August 2021 made between (1) RWE Generation UK PLC and (2) Clowes Developments (UK) Limited and affect the registered land.
The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed.*

38 (09.01.2024) The land is subject for the term of years to and including 31 March 2989 to the rights granted by a Deed dated 9 January 2024 made between (1) RWE Generation PLC and (2) National Grid Electricity Transmission PLC.

*NOTE: Copy filed.*

39 (09.01.2024) By a Deed dated 9 January 2024 referred to above the terms of the leases dated 31 March 1990 and 14 April 2011 referred to in the schedule of leases hereto were varied.

# Schedule of notices of leases

| | Registration date and plan ref. | Property description | Date of lease and term | Lessee's title |
|---|---|---|---|---|
| 1 | 09.12.1991<br>2 in blue. | Electricity Sub Station Sites: | 30.03.1990<br>999 years<br>(less 3 days)<br>from 30.3.1990 | ON210652 |

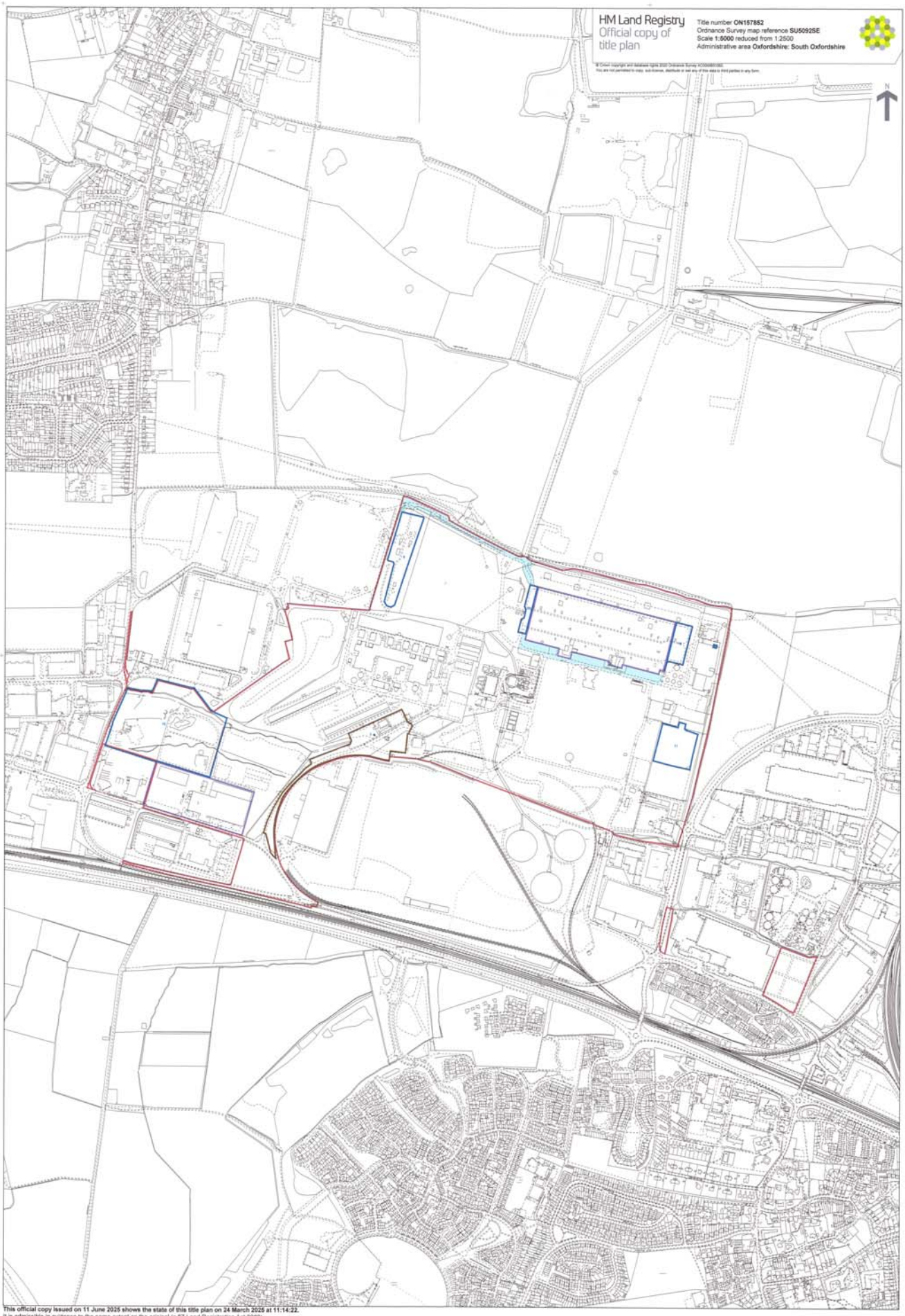
NOTE 1: The Lease contains provisions for determination upon the terms as therein mentioned.

NOTE 2: By a Deed dated 25 February 1998 made between (1) National Power PLC and (2) Southern Electric PLC the terms of the lease were varied by the substitution of a new plan.

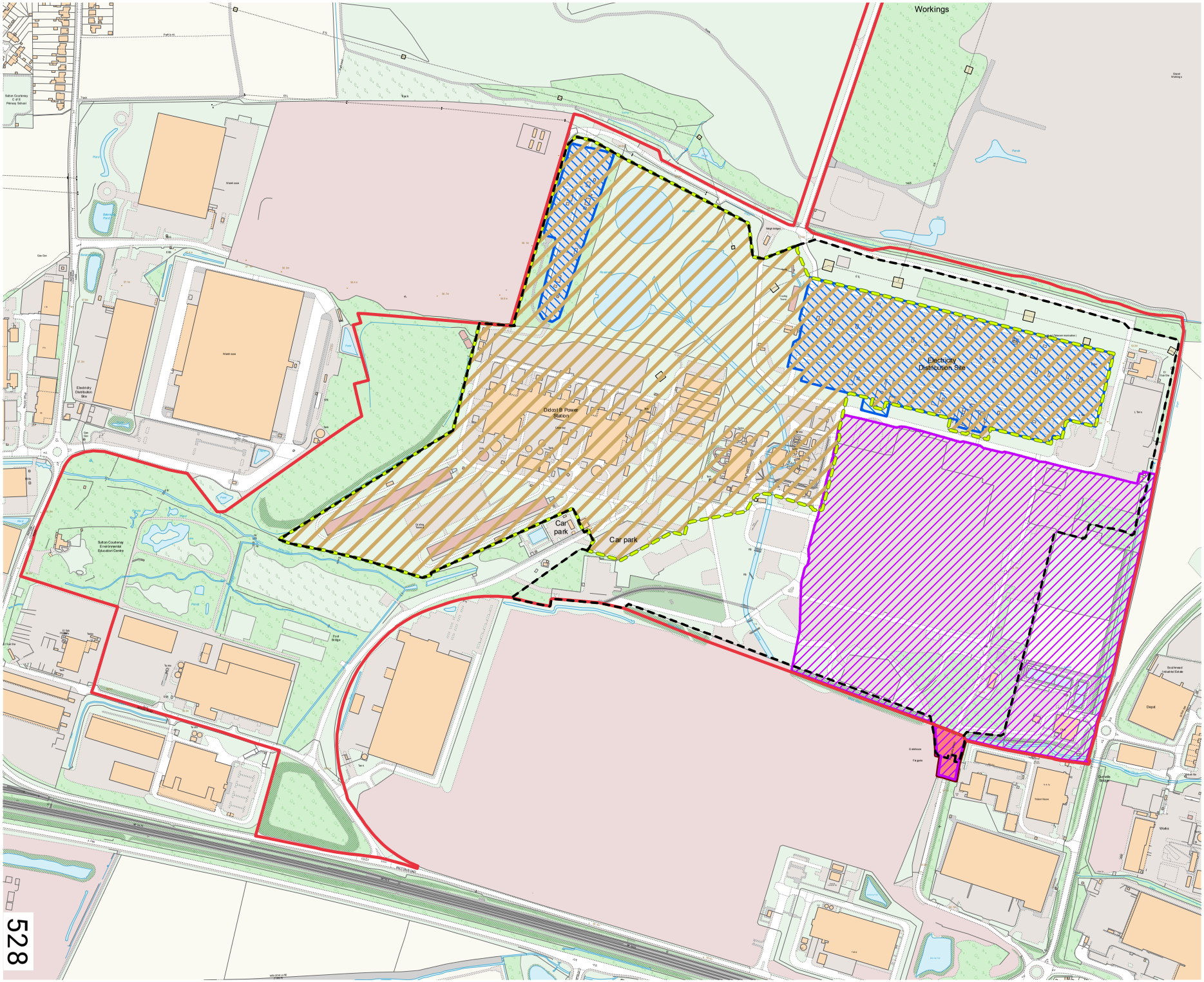
# Schedule of notices of leases continued

| | Registration date and plan ref. | Property description | Date of lease and term | Lessee's title |
|---|---|---|---|---|
| 2 | 07.08.1996 edged and numbered 1 in mauve | land and buildings forming part of Milton Trading Estate | 31.03.1990 999 years from 31.3.1990 | ON191378 |
| | NOTE 1: See entry in the Charges Register relating to a Deed of variation dated 23 March 2009. | | | |
| | NOTE 2: See entry in the Charges Register relating to a Deed of variation dated 9 January 2024. | | | |
| 3 | 07.08.1996 edged and numbered 2 in mauve. | land and buildings forming part of Milton Trading Estate | 31.03.1990 999 years from 31.3.1990 | ON191379 |
| | NOTE: See entry in the Charges Register relating to a Deed of Variation dated 23 March 2009. | | | |
| 4 | 05.02.1997 edged and numbered 6 in blue | land and buildings forming part of Didcot Power Station Site | 13.01.1997 999 years from 1.1.1995 | ON194931 |
| 5 | 05.03.1999 edged and numbered 7 & 8 in blue | Electricity Sub-Station site | 03.10.1996 999 years (less 3 days) from 30.3.1990 | ON210652 |
| | NOTE 1: The Lease contains provisions for determination upon the terms therein mentioned | | | |
| | NOTE 2: By the Deed dated 25 February 1998 referred to in item 1 above the terms of the lease were varied by the substitution of a new plan | | | |
| 6 | 14.11.2008 Edged and numbered 10 in blue | Environmental Educational Centre | 25.09.2008 from 25.9.2008 to 12.9.2027 | ON282200 |
| | NOTE: The lease comprises also other land. | | | |
| 7 | 19.05.2011 Edged and numbered 15 in blue: Edged and numbered 16 in blue (NSE) | land at Didcot Power Station | 14.04.2011 From 14.04.2011 to 30.03.2989 | ON297164 |
| | NOTE: See entry in the Charges Register relating to a Deed of Variation dated 9 January 2024. | | | |

# End of register




This official copy issued on 11 June 2025 shows the state of this title plan on 24 March 2025 at 11:14:22.
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by HM Land Registry, Durham Office.




N

0 40 80 120 160 200 Meters

**Key:**

- RWE ownership boundary (114.63ha)
- RWE leasehold boundary (0.31ha)
- Prospective sale area (23.37ha)
- Operational site (39.37ha)
- Main security boundary (4444m)

| MJA | WM | 30/09/25 | A | B |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:5,500 |

Site

DIDCOT POWER STATION

Title

PLAN 2A

SITE SECURITY

THE SITE PLAN

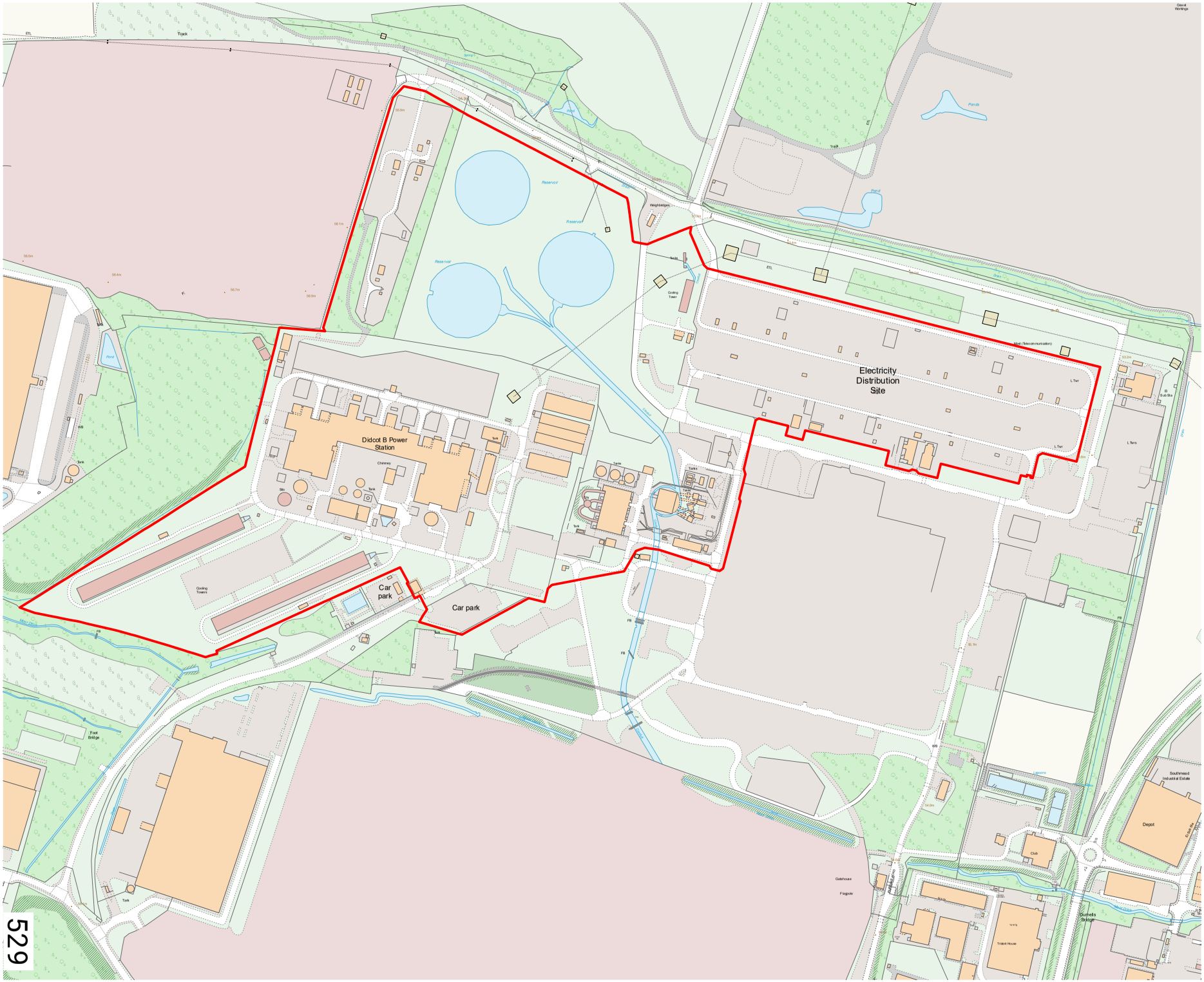
Status

FINAL

Drawing Number

RWE/DDCOT/PMS/0041/B

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.




N

0 20 40 60 80 100 Meters

**Key:**

Extent of injunction area (3716m)

| MJA | WM | 30/09/25 | WM | A |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:4,250 |

Site

DIDCOT POWER STATION

Title

PLAN 2

SITE SECURITY

EXTENT OF INJUNCTION AREA PLAN

Status

FINAL

Drawing Number

RWE/DDCOT/PMS/0042/A

529

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.

# HM Land Registry
# Application Enquiry

## Application Details

**Enquiry time:** 25 SEP 2025 at 18:13:14

---

**Dealing, 22 JUL 2025**

**Title Number:** ON157852

| | |
|---|---|
| HM Land Registry Reference | W187GYT |
| Application Type | Dealing |
| Priority Date | 22 Jul 2025 |
| Priority Time | 09:27:44 |
| Lodged By | RWE GENERATION UK PLC<br><br>WINDMILL HILL BUSINESS PARK<br>WHITEHILL WAY<br>SWINDON<br>SN5 6PB |
| Customer Reference | RJS/Violet |
| Application Received By | Post |
| Application Progress | Received: Priority Protected - Awaiting Processing |

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue.  We will not issue a paper official copy.

Applications are pending in HM Land Registry, which have not been completed against this title.

HM Land Registry

# Official copy of register of title

Title number ON191378 | Edition date 09.01.2024

- This official copy shows the entries on the register of title on 21 AUG 2025 at 11:57:13.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 23 Sep 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Gloucester Office.

## A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

OXFORDSHIRE : VALE OF WHITE HORSE

1 (07.08.1996) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being land and buildings at Didcot Power Station, Didcot.

2 (07.08.1996) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 31 March 1990
Term : 999 years from 31 March 1990
Rent : £2.00
Parties : (1) National Power PLC
(2) The National Grid Company PLC
*NOTE: Copy of Interface Agreement dated 31 March 1990 filed*

3 (07.08.1996) The landlord's title is registered.

4 (07.08.1996) A Deed dated 31 March 1990 made between (1) National Power PLC and (2) The National Grid Company PLC relates to electric lines and cables.

*NOTE: Copy filed under ON157852.*

5 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

6 (09.01.2024) By a Deed dated 9 January 2024 referred to below the terms of the registered lease were varied.

7 (09.01.2024) The land has the benefit of (except as mentioned below) any legal easements granted by a Deed dated 9 January 2024 made between (1) RWE Generation PLC and (2) National Grid Electricity Transmission PLC .

The rights granted over the land coloured brown on the deed plan are included in the registration only so far as they are granted over title

# A: Property Register continued

ON157852.

*NOTE: Copy filed under ON157852.*

# B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

## Title absolute

1 (07.08.1996) PROPRIETOR: NATIONAL GRID ELECTRICAL TRANSMISSION PLC (Co. Regn. No. 02366977) of 1 - 3 Strand, London WC2N 5EH.

# C: Charges Register

This register contains any charges and other matters that affect the land.

1 (07.08.1996) A Conveyance and Transfer of the freehold estate in the land in this title and other land dated 23 March 1971 made between (1) The Secretary of State for Defence and (2) Central Electricity Generating Board contains restrictive covenants and provisions (in Clause 7) as to alternative services roadways or installations.

*NOTE: Original filed under BK104748.*

2 (19.05.2011) The land is subject to the rights granted by a Lease dated 14 April 2011 made between (1) RWE Npower Plc and (2) National Grid Electricity Transmission Plc for a term from and incldуing 14 April 2011 to and including 30 March 2989.

*NOTE: Copy Lease filed under ON297164.*

## End of register

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue.  We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale.  You can obtain a paper official copy by ordering one from HM Land Registry.

There is an/are application(s) pending in HM Land Registry and if we have only completed the mapping work for a pending application affecting the title concerned, such as a transfer of part:

- additional colour or other references, for example 'numbered 1', may appear on the title plan (or be referred to in the certificate of inspection in form CI), but may not yet be mentioned in the register
- colour or other references may also have been amended or removed from the title plan (or not be referred to in form CI), but this may not be reflected in the register at this stage.

This official copy is issued on 23 September 2025 shows the state of this title plan on 21 August 2025 at 11:57:13. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by the HM Land Registry, Gloucester Office .

© Crown copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number AC0000851063.

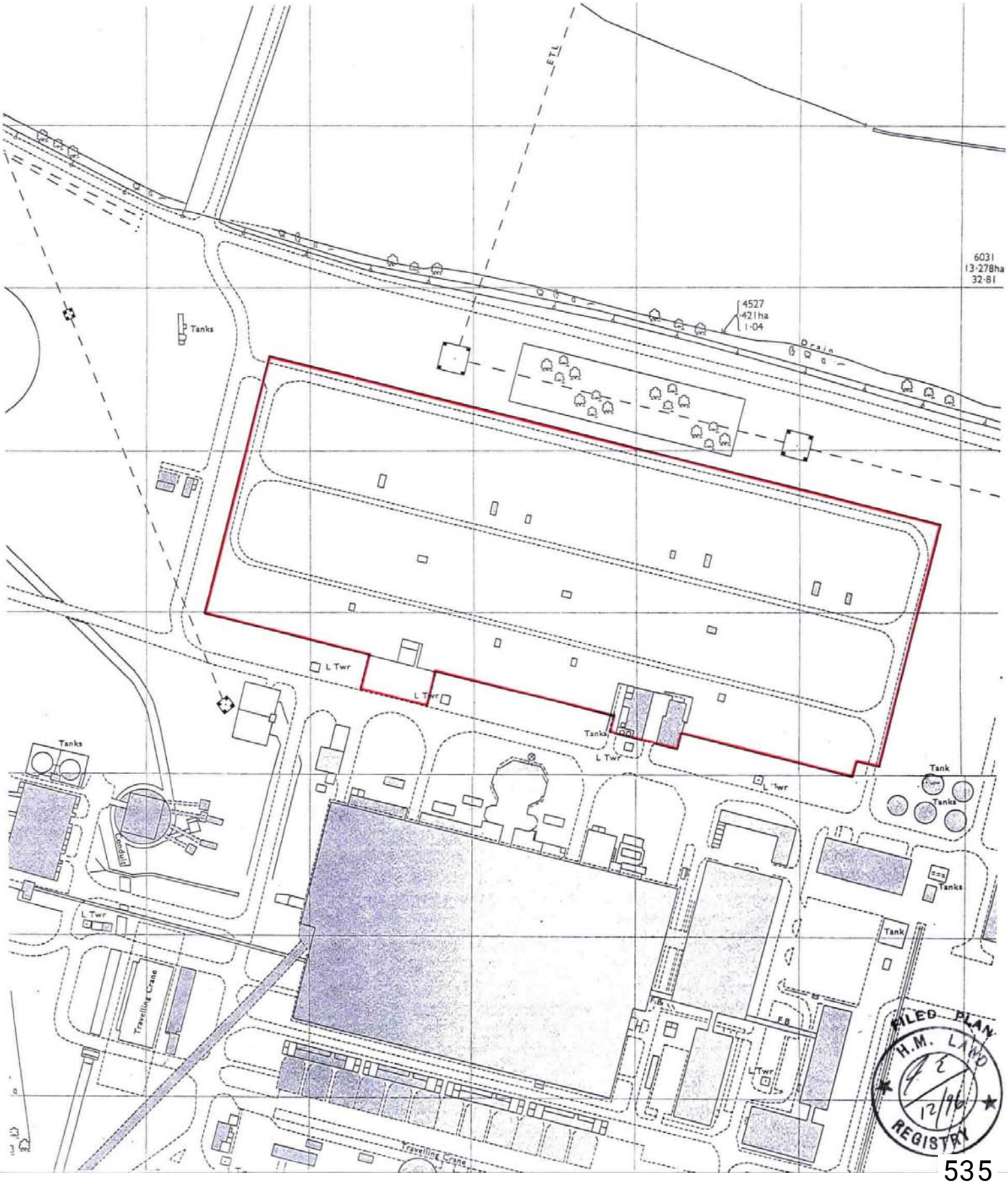
B·383ha
20·72

4860

# H.M. LAND REGISTRY

| TITLE NUMBER | |
|---|---|
| ON 191378 | |

| ORDNANCE SURVEY PLAN REFERENCE | SU 5191 SU 5192 | Scale 1/2500 |
|---|---|---|
| COUNTY OXFORDSHIRE | DISTRICT VALE OF WHITE HORSE | ©Crown Copyright |






This official copy is incomplete without the preceding notes page.

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue.  We will not issue a paper official copy.

Applications are pending in HM Land Registry, which have not been completed against this title.

# Official copy of register of title

Title number ON297164 | Edition date 09.01.2024

- This official copy shows the entries on the register of title on 21 AUG 2025 at 11:57:42.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 23 Sep 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Gloucester Office.

## A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

OXFORDSHIRE : VALE OF WHITE HORSE

1 (19.05.2011) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Land at Didcot Power Station, Didcot.

2 (19.05.2011) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 14 April 2011
Term : From and including 14 April 2011 to and including 30 March 2989
Parties : (1) RWE Npower Plc
(2) National Grid Electricity Transmission Plc
NOTE 1: The existing lease dated 31 March 1990 referred to in the above lease is registered under title number ON191378

*NOTE 2: A copy of the existing lease is filed under ON191378*

3 (19.05.2011) The Lease prohibits or restricts alienation.

4 (19.05.2011) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.

5 (19.05.2011) The landlord's title is registered.

6 (09.01.2024) By a Deed dated 9 January 2024 referred to below the terms of the registered lease were varied.

7 (09.01.2024) The land has the benefit of (except as mentioned below) any legal easements granted by a Deed dated 9 January 2024 made between (1) RWE Generation PLC and (2) National Grid Electricity Transmission Plc .

The rights granted over the land colured brown on the deed plan are included in the registration only so far as they are granted over title ON157852.

# A: Property Register continued

*NOTE: Copy filed under ON157852.*

# B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

## Title absolute

1 (19.05.2011) PROPRIETOR: NATIONAL GRID ELECTRICITY TRANSMISSION PLC (Co. Regn. No. 2366977) of 1-5 Strand, London WC2N 5EH.

# C: Charges Register

This register contains any charges and other matters that affect the land.

1 (19.05.2011) A Conveyance and Transfer of the freehold estate in the land in this title and other land dated 23 March 1971 made between (1) The Secretary of State for Defence and (2) Central Electricity Generating Board contains restrictive covenants and provisions (in Clause 7) as to alternative services roadways or installations.

*NOTE: Copy filed under BK104748.*

2 (08.12.2020) The land is subject to any rights that are granted by a Deed of Grant dated 23 November 2020 made between (1) RWE Generation UK Plc (2) National Grid Electricity Transmission Plc and (3) Hushang Ventures One Ltd, Hushang Ventures Two Ltd, CloudHQ Didcot Power GP Ltd in its capacity as General Partner of CloudHQ Didcot Power LP and CloudHQ Didcot Fibre GP Ltd in its capacity as General Partner of CloudHQ Didcot Fibre GP Ltd and affect the registered land.
The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under ON157852.*

## End of register

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

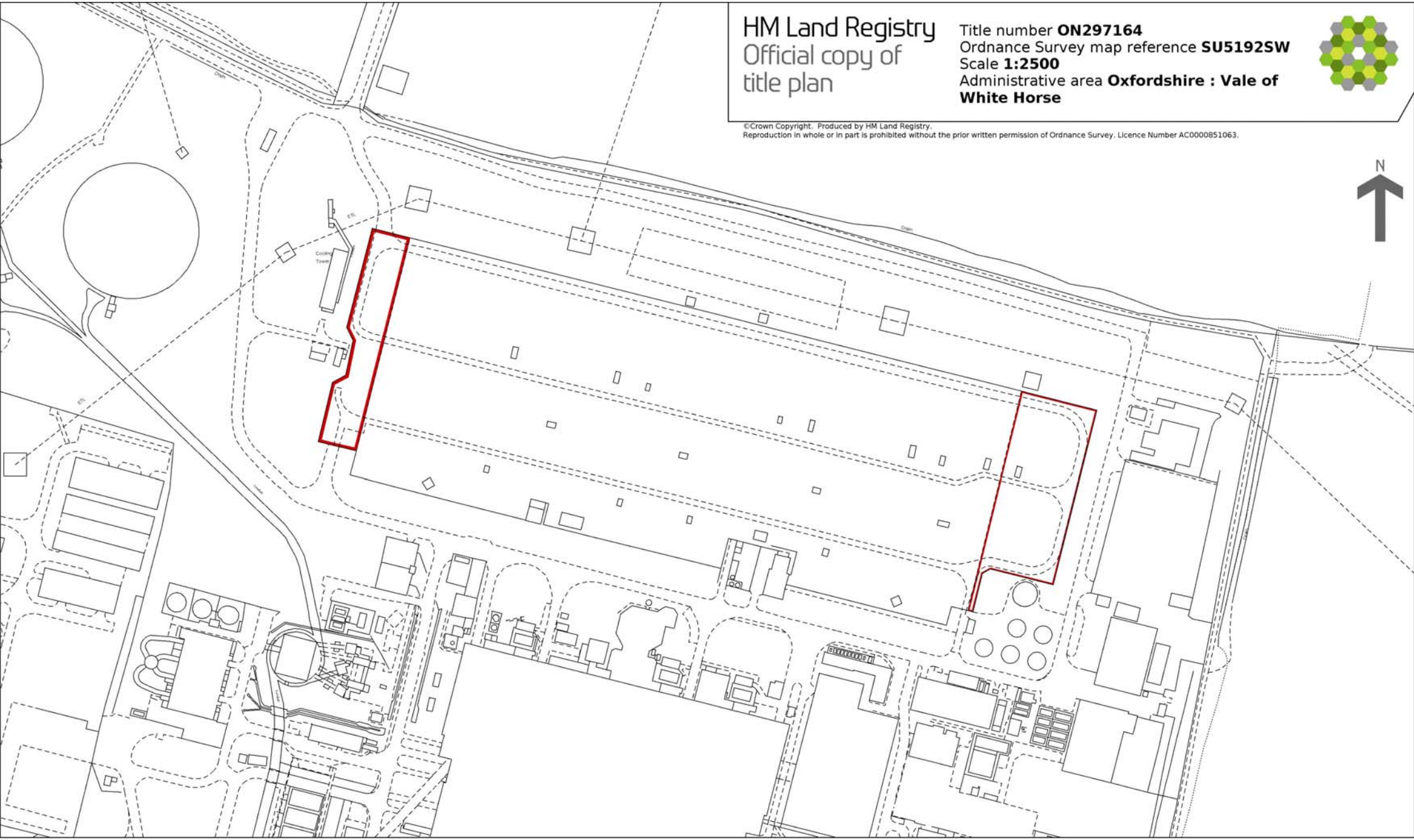
Please note that this is the only official copy we will issue.  We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale.  You can obtain a paper official copy by ordering one from HM Land Registry.

There is an/are application(s) pending in HM Land Registry and if we have only completed the mapping work for a pending application affecting the title concerned, such as a transfer of part:

- additional colour or other references, for example 'numbered 1', may appear on the title plan (or be referred to in the certificate of inspection in form CI), but may not yet be mentioned in the register
- colour or other references may also have been amended or removed from the title plan (or not be referred to in form CI), but this may not be reflected in the register at this stage.

This official copy is issued on 23 September 2025 shows the state of this title plan on 21 August 2025 at 11:57:42. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by the HM Land Registry, Gloucester Office .



# HM Land Registry
## Official copy of title plan

Title number **ON297164**
Ordnance Survey map reference **SU5192SW**
Scale **1:2500**
Administrative area **Oxfordshire : Vale of White Horse**

©Crown Copyright. Produced by HM Land Registry.
Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number AC0000851063.

N



This official copy is incomplete without the preceding notes page.

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue.  We will not issue a paper official copy.

# Official copy of register of title

Title number ON194931 | Edition date 04.01.2024

- This official copy shows the entries on the register of title on 23 SEP 2025 at 18:13:59.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 23 Sep 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Gloucester Office.

## A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

OXFORDSHIRE : VALE OF WHITE HORSE

1 (05.02.1997) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the north side of Milton Road.

2 (05.02.1997) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 13 January 1997
Term : 999 Years from 1 January 1995 determinable as therein mentioned
Rent : a peppercorn
Parties : (1) National Power PLC
(2) British Gas PLC
NOTE: No copy of the lease referred to is held by Land Registry.

3 (05.02.1997) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.

4 Lessor's title registered.

5 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

# B: Proprietorship Register continued

1 (05.02.1997) PROPRIETOR: NATIONAL GAS TRANSMISSION PLC (Co. Regn. No. 2006000) of National Grid House, Warwick Technology Park, Gallows Hill, Warwick CV34 6DA.

# C: Charges Register

This register contains any charges and other matters that affect the land.

1 (05.02.1997) A Conveyance and Transfer of the freehold estate in the land in this title and other land dated 23 March 1971 made between (1) The Secretary of State for Defence and (2) Central Electricity Generating Board contains restrictive covenants and provisions (in Clause 7) as to alternative services roadways or installations.

*NOTE: Copy filed under BK104748.*

# End of register

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

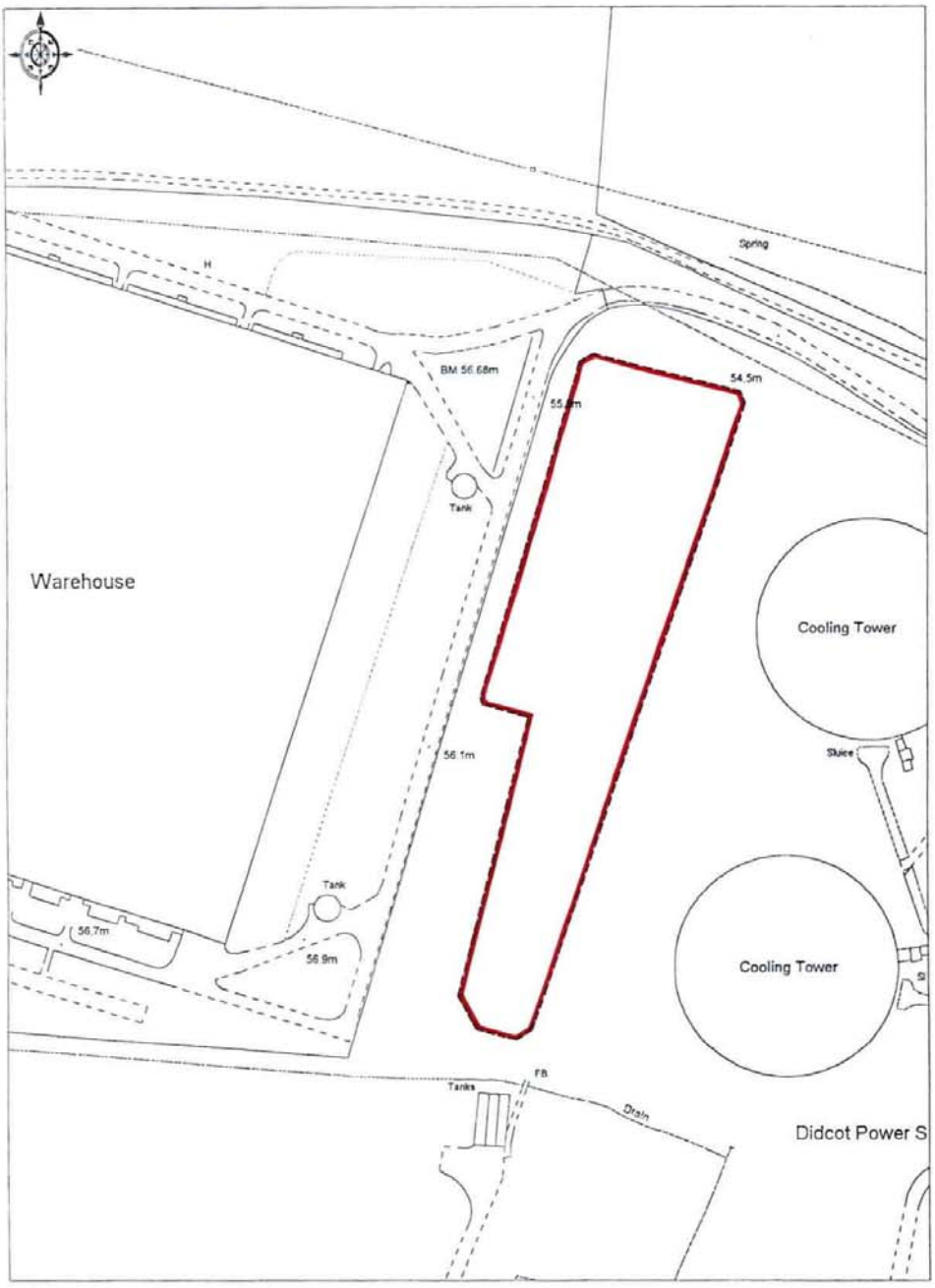
Please note that this is the only official copy we will issue.  We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale.  You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 23 September 2025 shows the state of this title plan on 23 September 2025 at 18:13:59. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by the HM Land Registry, Gloucester Office .

© Crown copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number AC0000851063.

| H.M. LAND REGISTRY | TITLE NUMBER ON 194931 | |
|---|---|---|
| ORDNANCE SURVEY PLAN REFERENCE | SU 5092 SE | Scale 1/2500 |
| COUNTY OXFORDSHIRE | DISTRICT VALE OF WHITE HORSE | ©Crown Copyright |




FILED PLAN H.M. LAND REGISTRY 9/2/97



This official copy is incomplete without the preceding notes page.

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Applications are pending in HM Land Registry, which have not been completed against this title.

Mae'r copi swyddogol electronig o'r gofrestr yn dilyn y neges hon.

Sylwch mai hwn yw'r unig gopi swyddogol a ddarparwn. Ni fyddwn yn darparu copi swyddogol papur.

Mae ceisiadau'n aros i'w prosesu yng Nghofrestrfa Tir EF nad ydynt wedi eu cwblhau yn erbyn y teitl hwn.

# Official copy of register of title
# Copi swyddogol o gofrestr teitl

| Title number / Rhif teitl | Edition date / Dyddiad yr argraffiad |
|---|---|
| CYM399739 | 18.11.2013 |

- This official copy shows the entries on the register of title on 28 MAY 2025 at 15:16:51.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 23 Sep 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Wales Office.
- Mae'r copi swyddogol hwn yn dangos y cofnodion yn y gofrestr teitl ar 28 MAI 2025 am 15:16:51.
- Rhaid dyfynnu'r dyddiad hwn fel y "dyddiad y chwilir ohono" mewn unrhyw gais am chwiliad swyddogol sy'n seiliedig ar y copi hwn.
- Y dyddiad ar ddechrau cofnod yw'r dyddiad y gwnaethpwyd y cofnod yn y gofrestr.
- Cyhoeddwyd ar 23 Medi 2025.
- Dan adran 67 Deddf Cofrestru Tir 2002, mae'r copi hwn yn dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol.
- Gweinyddir y teitl hwn gan Gofrestrfa Tir EF Swyddfa Cymru.

## A: Property Register / Cofrestr Eiddo

This register describes the land and estate comprised in the title.

Mae'r gofrestr hon yn disgrifio'r tir a'r ystad a gynhwysir yn y teitl.

PEMBROKESHIRE/SIR BENFRO

1 (07.02.2001) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Greenhill Farm and adjoining Land, Pwllcrochan, Pembroke (SA71 5TJ).

2 (07.02.2001) The Conveyance dated 19 April 1966 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY DECLARED that the Purchaser shall obtain no right of way water or other right over the Vendors adjoining property being the remainder of Greenhill Farm by virtue of this Conveyance"

3 (27.05.2008) The Transfer dated 6 June 2003 referred to in the charges register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that the Transferees shall not be entitled to any express or implied right of light or support or otherwise or other easement whatsoever which would restrict or interfere with the free use or enjoyment by the Transferor and its successors in title or persons deriving title under it of the Retained Land for building or any other purpose and the access of light and air

# A: Property Register continued / Parhad o'r gofrestr eiddo

to any building or other structure which is now erected or which may hereafter be erected on the Property across any part of the Retained Land shall at all times be deemed to be enjoyed with the licence and consent of the Transferor or its successors in title to such property and not as of right"

# B: Proprietorship Register / Cofrestr Perchnogaeth

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Mae'r gofrestr hon yn nodi'r math o deitl ac yn enwi'r perchennog. Mae'n cynnwys unrhyw gofnodion sy'n effeithio ar yr hawl i waredu.

## Title absolute/Teitl llwyr

1 (27.05.2008) PROPRIETOR: RWE NPOWER PLC (Co. Regn. No. 3892782) of Windmill Hill Business Park, Whitehill Way, Swindon SN5 6PB.

2 (27.05.2008) The price stated to have been paid on 25 April 2008 was £2,250,000 plus VAT of £14,350.

# C: Charges Register / Cofrestr Arwystlon

This register contains any charges and other matters that affect the land.

Mae'r gofrestr hon yn cynnwys unrhyw arwystlon a materion eraill sy'n effeithio ar y tir.

1 (07.02.2001) The land is subject to the following rights reserved by a Conveyance adjoining the southern boundary of the land tinted pink on the title plan dated 19 April 1966 made between (1) Ronald Samuel Hall and John Howard Hall (Vendors) and (2) Central Electricty Generating Board (Purchaser):-

"EXCEPT AND RESERVED in favour of the Vendors and their successors in title owners and occupiers for the time being of the remainder of Greenhill Farm aforesaid in fee simple a right of way at all times and for all purposes with and without animals and things of all description over and along the roadway or track between the points lettered A B and C on the said plan"

NOTE: The points A B and C referred to were not shown on the plan supplied on first registration.

2 (07.02.2001) The land tinted pink on the title plan is subject to the rights granted by a Deed dated 12 June 1995 made between (1) David George Kenniford and (2) South Wales Electricity plc.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Original filed under CYM12566.*

3 (27.05.2008) A Transfer which included the land tinted blue and mauve on the title plan title dated 6 June 2003 made between (1) Innogy PLC (the Transferor) and (2) David George Kenniford and Elizabeth Mary Kenniford (the Transferees) contains the following covenants:-

"Restrictive Covenants by the Transferor

1. The Transferees jointly and severally covenant with the Transferor not to erect any buildings other than agricultural ones on the Property and to use such buildings and the Property only for agricultural purposes

2. The Transferees jointly and severally covenant with the Transferor not to store anything other than dry inert materials rainwater or parlour washings in the reservoir shown edged blue on the plan

# C: Charges Register continued / Parhad o'r gofrestr arwystlon

3. The Transferees jointly and severally covenant with the Transferor not to discharge the contents of the said reservoir onto any of the Retained Land (except for the purposes of irrigation only onto any part occupied by virtue of a tenancy dated 2nd March 1988 made between Central Electricity Generating Board and David George Kenniford) ("the Tenancy Agreement") or into ponds or watercourses that pass onto or through the Transferor's Retained Land".

NOTE :-The land edged blue referred to above is shown tinted mauve on the title plan so far as it affects the land in this title.

4 (27.05.2008) The land tinted blue and mauve on the title plan is subject to the rights granted by a Deed dated 21 May 2002 made between (1) Innogy PLC and (2) Western Power Distribution (South Wales) PLC.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under WA962157.*

5 (06.03.2012) The land is subject for a term of 40 years from 29 November 2011 to the rights granted by a lease dated 29 November 2011 of Valero Energy Ltd AGI Site at Pembroke Power Station made between (1) RWE Npower Plc and (2) Valero Energy Ltd.

*NOTE: Copy filed CYM549099*

6 (15.05.2013) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

7 (07.02.2001) The lease dated 27 March 1972 made between (1) Ronald Samuel Hall and John Howard Hall and (2) Texaco Limited referred to in the schedule of leases hereto contains restrictive covenants by the landlord.

*NOTE: Copy Deed C45.A filed under CYM603264.*

# Schedule of notices of leases
# Atodlen prydlesi a nodwyd

| | Registration date and plan ref. Dyddiad cofrestru | Property description Disgrifiad eiddo | Date of lease and term Dyddiad a hyd | Lessee's title Teitl y prydlesai |
|---|---|---|---|---|
| 1 | 15.05.2013 edged and numbered 1 in yellow | Greenhill Coppice | 18.04.2013 from and including 18/4/2013 to and including 30/9/2042 | CYM588176 |
| | NOTE: The Lease comprises also other land. | | | |
| 2 | 07.02.2001 | A strip of land 0.9144m (3ft) in width and 9.144m (30ft) in depth (but subject to paragraph 17 of the second schedule to the lease) excluding the top 0.762m (2ft 6 inches) thereof | 27.03.1972 99 years from 1.11.1971 | CYM603264 |

NOTE 1: See entry in the Charges Register relating to the landlord's restrictive covenants.

NOTE 2: The lease contains provisions relating to diversion and an option to renew upon the terms therein mentioned.

NOTE 3: The lease comprises also other land.

End of register / Diwedd y gofrestr

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Applications are pending in HM Land Registry, which have not been completed against this title.

Mae'r copi swyddogol electronig o'r gofrestr yn dilyn y neges hon.

Sylwch mai hwn yw'r unig gopi swyddogol a ddarparwn. Ni fyddwn yn darparu copi swyddogol papur.

Mae ceisiadau'n aros i'w prosesu yng Nghofrestrfa Tir EF nad ydynt wedi eu cwblhau yn erbyn y teitl hwn.

# Official copy of register of title
# Copi swyddogol o gofrestr teitl

| Title number / Rhif teitl | Edition date / Dyddiad yr argraffiad |
|---|---|
| WA962157 | 23.08.2021 |

- This official copy shows the entries on the register of title on 07 DEC 2022 at 18:45:58.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 23 Sep 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Wales Office.
- Mae'r copi swyddogol hwn yn dangos y cofnodion yn y gofrestr teitl ar 07 RHAGFYR 2022 am 18:45:58.
- Rhaid dyfynnu'r dyddiad hwn fel y "dyddiad y chwilir ohono" mewn unrhyw gais am chwiliad swyddogol sy'n seiliedig ar y copi hwn.
- Y dyddiad ar ddechrau cofnod yw'r dyddiad y gwnaethpwyd y cofnod yn y gofrestr.
- Cyhoeddwyd ar 23 Medi 2025.
- Dan adran 67 Deddf Cofrestru Tir 2002, mae'r copi hwn yn dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol.
- Gweinyddir y teitl hwn gan Gofrestrfa Tir EF Swyddfa Cymru.

## A: Property Register / Cofrestr Eiddo

This register describes the land and estate comprised in the title.

Mae'r gofrestr hon yn disgrifio'r tir a'r ystad a gynhwysir yn y teitl.

PEMBROKESHIRE/SIR BENFRO

1 (13.04.2000) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Pembroke Power Station, Pembroke.

2 (13.04.2000) The mines and minerals under the land tinted pink on the filed plan are excepted.

3 (13.04.2000) The land has the benefit of the following rights granted by a Conveyance dated 30 October 1975 made between (1) the Queen`s Most Excellent Majesty (2) The Crown Estate Commissioners (The Commissioners) and (3) The Central Electricity Generating Board:-

"TOGETHER WITH the right to place and thereafter maintain a cooling water outfall channel (hereinafter called"the said outfall") on or across the foreshore and bed of the sea at West Pennar aforesaid in the position shown by a blue colour on the Plan Number 2 annexed hereto and from time to time to enter upon the said foreshore and bed of the sea and inspect repair renew and cleanse the said outfall....The Purchaser HEREBY COVENANTS with the Queen`s Majesty and Her Successors and as a separate covenant with the Commissioners as follows:-

# A: Property Register continued / Parhad o'r gofrestr eiddo

1. At all times hereafter to maintain and keep the said reclamation works and the said outfall in good safe and substantial repair order and condition so that no nuisance or annoyance shall be caused thereby or by the user thereof.

2. Not to make any alteration in or addition to the said outfall without the previous consent in writng of the Commissioners such consent not to be unreasonably witheld.

3. Immediately after any disturbance of the site of the said outfall for repairing or renewing the same or any part or parts thereof to restore and make good the surface the site at its own expense to the reasonable satisfaction of the Commisioners.

*NOTE: Copy Plan filed.*

4 (13.04.2000) The land has the benefit of the rights granted by but is subject to the rights reserved by a Deed dated 31 March 1990 made between (1) Nuclear Power Plc and (2) National Power Plc.

*NOTE: Original filed.*

5 (18.06.2003) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

6 (07.06.2010) The land has the benefit of the rights granted by a Deed of Grant dated 14 May 2010 made between (1) Pembrokeshire County Council and (2) RWE Npower PLC.

*NOTE: Copy filed under WA627017.*

# B: Proprietorship Register / Cofrestr Perchnogaeth

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Mae'r gofrestr hon yn nodi'r math o deitl ac yn enwi'r perchennog. Mae'n cynnwys unrhyw gofnodion sy'n effeithio ar yr hawl i waredu.

## Title absolute/Teitl llwyr

1 PROPRIETOR: RWE GENERATION UK PLC (Co. Regn. No. 3892782) of Windmill Hill Business Park, Whitehill Way, Swindon, Wilts SN5 6PB.

NOTE: A Deed dated 16 March 2000 made between (1)Npower and (2) National Power Plc contains a covenant to observe and perform the covenants and other obligations referred to in the Transfer to the proprietors and of indemnity in respect thereof

2 (13.04.2000) A Conveyance of the land edged blue on the filed plan dated 29 April 1964 made between (1) Ronald Samuel Hall and John Howard Hall and (2) Central Electricity Generating Board contains purchasers personal covenants details of which are set out in the schedule of personal covenants hereto.

This Conveyance is included in the Deed dated 16 March 2000 referred to above.

3 (13.04.2000) A Conveyance of the land hatched blue on the filed plan and other land dated 4 May 1964 made between (1) Charlotte Gwendoline Mary Harris and (2) Central Electricity Generating Board contains purchasers personal covenants details of which are set out in the schedule of personal covenants hereto.

This Conveyance is included in the Deed dated 16 March 2000 referred to above.

4 (16.12.2020) RESTRICTION: No disposition as to that part shown edged red on the plan attached to the RX1 of the registered estate (other

# B: Proprietorship Register continued / Parhad o'r gofrestr perchnogaeth

than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Greenlink Interconnector Limited (incorporated in Ireland) of 6th Floor, South Bank House, Barrow Street, Dublin 4 D04 TR29, Ireland or its conveyancer that the provisions of clause 6.4 of an option agreement dated 27 November 2020 made between (1) RWE Generation UK Plc (2) Greenlink Interconnector Limited and (3) Eryl Davies Llewellyn and David Harries Llewellyn have been complied with or that they do not apply to the disposition.

## Schedule of personal covenants
## Atodlen cyfamodau personol

1 The following are details of the personal covenants contained in the Conveyance dated 29 April 1964 referred to in the Proprietorship Register:

"The Purchaser HEREBY COVENANTS with the Vendors forthwith to erect a fence with concrete posts and chain link fencing along the boundaries of the proprty hereby conveyed and the adjoining property of the Vendors marked "T" within the boundaries on the plan annexed hereto"

2 The following are details of the personal covenants contained in the Conveyance dated 4 May 1964 referred to in the Proprietorship Register:-

" The Purchaser hereby covenants with the Vendor to erect and forever after maintain good and substantial concrete posts and wire fences on the boundaries of the property marked with a "T" within the boundaries."

NOTE: The "T" marks referred to have been reproduced on the filed plan.

# C: Charges Register / Cofrestr Arwystlon

This register contains any charges and other matters that affect the land.

Mae'r gofrestr hon yn cynnwys unrhyw arwystlon a materion eraill sy'n effeithio ar y tir.

1 (13.04.2000) The land is subject to the rights granted by a Deed dated 15 August 1975 made between (1)Central Electricity Generating Board and (2) Shell Mex and BP Limited.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Original filed.*

2 (13.04.2000) The land is subject to the rights granted by a Deed dated 9 June 1980 made between (1)Central Electricity Generating Board and (2) Pembroke Cracking Company.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Original filed.*

3 (29.05.2002) The land is subject to the rights granted by a Deed dated 21 May 2002 made between (1) Innogy PLC and (2) Western Power Distribution (South Wales) PLC.

The said Deed also contains restrictive covenants by the grantor.

*NOTE 1: Copy filed.*

NOTE 2: See entry below relating to a Deed of Variation dated 19

# C: Charges Register continued / Parhad o'r gofrestr arwystlon

September 2019.

4 (18.06.2003) The land is subject to the following rights granted by a Transfer of the land edged and numbered CYM130333 in green on the filed plan dated 6 June 2003 made between (1) Innogy PLC (the Transferor) and (2) David George Kenniford and Elizabeth Mary Kenniford (the Transferees):-

"Rights granted for the benefit of the Property

The Transferor hereby grants to the Transferees and their successors in title the owners and occupiers for the time being of the Property and persons authorised by them in common with the Transferor and the Transferors successors in title to the remainder of the Transferor's freehold land registered under Title Number WA962157 ("the Retained Land") from time to time and at all times and for the purposes connected with the agricultural use of the Property to pass and repass over and along the road or way shown coloured brown on the Plan with or without vehicles of any description machinery equipment and animals PROVIDED however that the Transferor or the Transferor's successors in title to the Retained Land from time to time may withdraw such right on three months written notice or suspend it as appropriate if the activities taking place on the Retained Land render it necessary to do so".

NOTE: The land coloured brown referred to above is shown tinted blue on the filed plan so far as it affects the land in this title.

5 (28.02.2008) The land is subject to the rights granted by a Deed of Grant dated 25 February 2008 made between (1) RWE Npower Plc and (2) National Grid Electricity Transmission Plc.

The said Deed also contains restrictive covenants by the grantor.

*NOTE:-Copy filed.*

6 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

7 (06.03.2012) The parts of the land affected thereby are subject to the rights granted by a Lease dated 29 November 2011 referred to in the schedule of leases hereto.

*NOTE: Copy lease filed under CYM549099 .*

8 (08.10.2019) By a Deed of Variation dated 12 September 2019 made between (1) RWE Generation UK Plc and (2) Western Power Distribution (South Wales)Plc the rights referred to in the Deed of Grant dated 21 May 2002 referred to above have been varied.

*NOTE: Copy filed.*

9 (11.08.2020) By the Lease dated 29 June 2020 referred to in the schedule of leases the terms of the lease dated 31 March 1990 of Pembroke Power Station referred to in the schedule of leases hereto were varied.

*NOTE: Copy Lease filed under CYM805381.*

10 (16.12.2020) UNILATERAL NOTICE in respect of an option to take a grant of an easement contained in an option agreement dated 27 November 2020 made between (1) RWE Generation UK Plc (2) Greenlink Interconnector Limited and (3) Eryl Davies Llewellyn and David Harries Llewellyn.

*NOTE: Copy plan filed.*

11 (16.12.2020) BENEFICIARY: Greenlink Interconnector Limited (incorporated in Ireland) of 6th Floor, South Bank House, Barrow Street, Dublin 4 D04 TR29, Ireland.

## Schedule of notices of leases
## Atodlen prydlesi a nodwyd

| | Registration date and plan ref. Dyddiad cofrestru | Property description Disgrifiad eiddo | Date of lease and term Dyddiad a hyd | Lessee's title Teitl y prydlesai |
|---|---|---|---|---|
| 1 | 13.04.2000 Edged and numbered 1 in yellow | Land and Buildings at Pembroke Power Station | 31.03.1990 999 years from 31.3.1990 | WA797489 |
| | NOTE: See entry in the Chages Register relating to a Deed of variation | | | |
| 2 | 24.01.2012 Edged and numbered 2 in yellow (NSE) | AGI Site At Pembroke Power Station | 29.11.2011 40 years from 29 November 2011 | CYM549099 |
| 3 | 15.05.2013 edged and numbered 3 in yellow | Greenhill Coppice | 18.04.2013 from and including 18/4/2013 to and including 30/9/2042 | CYM588176 |
| | NOTE: The Lease comprises also other land | | | |
| 4 | 21.10.2014 Edged and numbered 4 in yellow | Land at Pembroke Power Station | 07.10.2014 10 years from 1/1/2014 | CYM631103 |
| 5 | 11.08.2020 edged and numbered 5 in yellow | land at Pembroke Power Station | 29.06.2020 From 29 June 2020 to and including 20 March 2989 | CYM805381 |

## End of register / Diwedd y gofrestr

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Applications are pending in HM Land Registry, which have not been completed against this title.

Mae'r copi swyddogol electronig o'r gofrestr yn dilyn y neges hon.

Sylwch mai hwn yw'r unig gopi swyddogol a ddarparwn. Ni fyddwn yn darparu copi swyddogol papur.

Mae ceisiadau'n aros i'w prosesu yng Nghofrestrfa Tir EF nad ydynt wedi eu cwblhau yn erbyn y teitl hwn.

# Official copy of register of title
# Copi swyddogol o gofrestr teitl

| Title number / Rhif teitl | Edition date / Dyddiad yr argraffiad |
|---|---|
| CYM768801 | 16.12.2020 |

- This official copy shows the entries on the register of title on 10 AUG 2023 at 17:15:20.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 25 Sep 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Wales Office.
- Mae'r copi swyddogol hwn yn dangos y cofnodion yn y gofrestr teitl ar 10 AWST 2023 am 17:15:20.
- Rhaid dyfynnu'r dyddiad hwn fel y "dyddiad y chwilir ohono" mewn unrhyw gais am chwiliad swyddogol sy'n seiliedig ar y copi hwn.
- Y dyddiad ar ddechrau cofnod yw'r dyddiad y gwnaethpwyd y cofnod yn y gofrestr.
- Cyhoeddwyd ar 25 Medi 2025.
- Dan adran 67 Deddf Cofrestru Tir 2002, mae'r copi hwn yn dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol.
- Gweinyddir y teitl hwn gan Gofrestrfa Tir EF Swyddfa Cymru.

## A: Property Register / Cofrestr Eiddo

This register describes the land and estate comprised in the title.

Mae'r gofrestr hon yn disgrifio'r tir a'r ystad a gynhwysir yn y teitl.

PEMBROKESHIRE/SIR BENFRO

1 (26.03.2019) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at Pembroke Power Station, Pembroke (SA71 5SS).

## B: Proprietorship Register / Cofrestr Perchnogaeth

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Mae'r gofrestr hon yn nodi'r math o deitl ac yn enwi'r perchennog. Mae'n cynnwys unrhyw gofnodion sy'n effeithio ar yr hawl i waredu.

### Title possessory/Teitl meddiannol

1 (26.03.2019) PROPRIETOR: RWE Generation UK Plc (Co. Regn. No. 03892782) of Windmill Hill Business Park, Whitehill Way, Swindon SN5 6PB.

# B: Proprietorship Register continued / Parhad o'r gofrestr perchnogaeth

2 (26.03.2019) The value as at 26 March 2019 was stated to be between £0 and £80,000.

3 (16.12.2020) RESTRICTION: No disposition (as to that part shown edged red on the plan attached to the RX1) of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Greenlink Interconnector Limited (incorporated in Ireland) of 6th Floor, South Bank House, Barrow Street, Dublin 4 D04 TR29, Ireland or its conveyancer that the provisions of clause 6.4 of an option agreement dated 27 November 2020 made between (1) RWE Generation UK Plc (2) Greenlink Interconnector Limited and (3) Eryl Davies Llewellyn and David Harries Llewellyn have been complied with or that they do not apply to the disposition.

# C: Charges Register / Cofrestr Arwystlon

This register contains any charges and other matters that affect the land.

Mae'r gofrestr hon yn cynnwys unrhyw arwystlon a materion eraill sy'n effeithio ar y tir.

1 (26.03.2019) The deeds and documents of title having been lost the land is subject to such restrictive covenants as may have been imposed thereon before 26 March 2019 and are still subsisting and capable of being enforced.

2 (26.03.2019) The land is subject to any rights that are granted by a Deed of Grant dated 31 March 1990 made between (1) National Power Plc and (2) The National Grid Company Plc and affect the registered land. The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under WA797489.*

3 (16.12.2020) UNILATERAL NOTICE in respect of an option to take a grant of an easement contained in an option agreement dated 27 November 2020 made between (1) RWE Generation UK Plc (2) Greenlink Interconnector Limited and (3) Eryl Davies Llewellyn and David Harries Llewellyn.

*NOTE:-Copy filed under WA962157.*

4 (16.12.2020) BENEFICIARY: Greenlink Interconnector Limited (incorporated in Ireland) of 6th Floor, South Bank House, Barrow Street, Dublin 4 D04 TR29, Ireland.

# End of register / Diwedd y gofrestr

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

There is an/are application(s) pending in HM Land Registry and if we have only completed the mapping work for a pending application affecting the title concerned, such as a transfer of part:

- additional colour or other references, for example 'numbered 1', may appear on the title plan (or be referred to in the certificate of inspection in form CI), but may not yet be mentioned in the register
- colour or other references may also have been amended or removed from the title plan (or not be referred to in form CI), but this may not be reflected in the register at this stage.

This official copy is issued on 25 September 2025 shows the state of this title plan on 10 August 2023 at 17:15:20. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by the HM Land Registry, Wales Office .

**Dyma'r nodiadau y cyfeirir atynt ar y copi swyddogol canlynol.**

Mae'r copi swyddogol electronig o'r cynllun teitl yn dilyn y neges hon.

Sylwch mai hwn yw'r unig gopi swyddogol a ddarparwn. Ni fyddwn yn darparu copi swyddogol papur.

Anfonwyd y copi swyddogol hwn yn electronig a phan gaiff ei argraffu ni fydd wrth raddfa. Gallwch gael copi swyddogol papur trwy archebu un o Gofrestrfa Tir EF.

Mae cais/ceisiadau'n aros i'w prosesu yng Nghofrestrfa Tir EF ac os ydym wedi cwblhau'r gwaith mapio yn unig ar gyfer cais sy'n aros i'w brosesu sy'n effeithio ar y teitl o dan sylw, megis trosglwyddiad o ran:

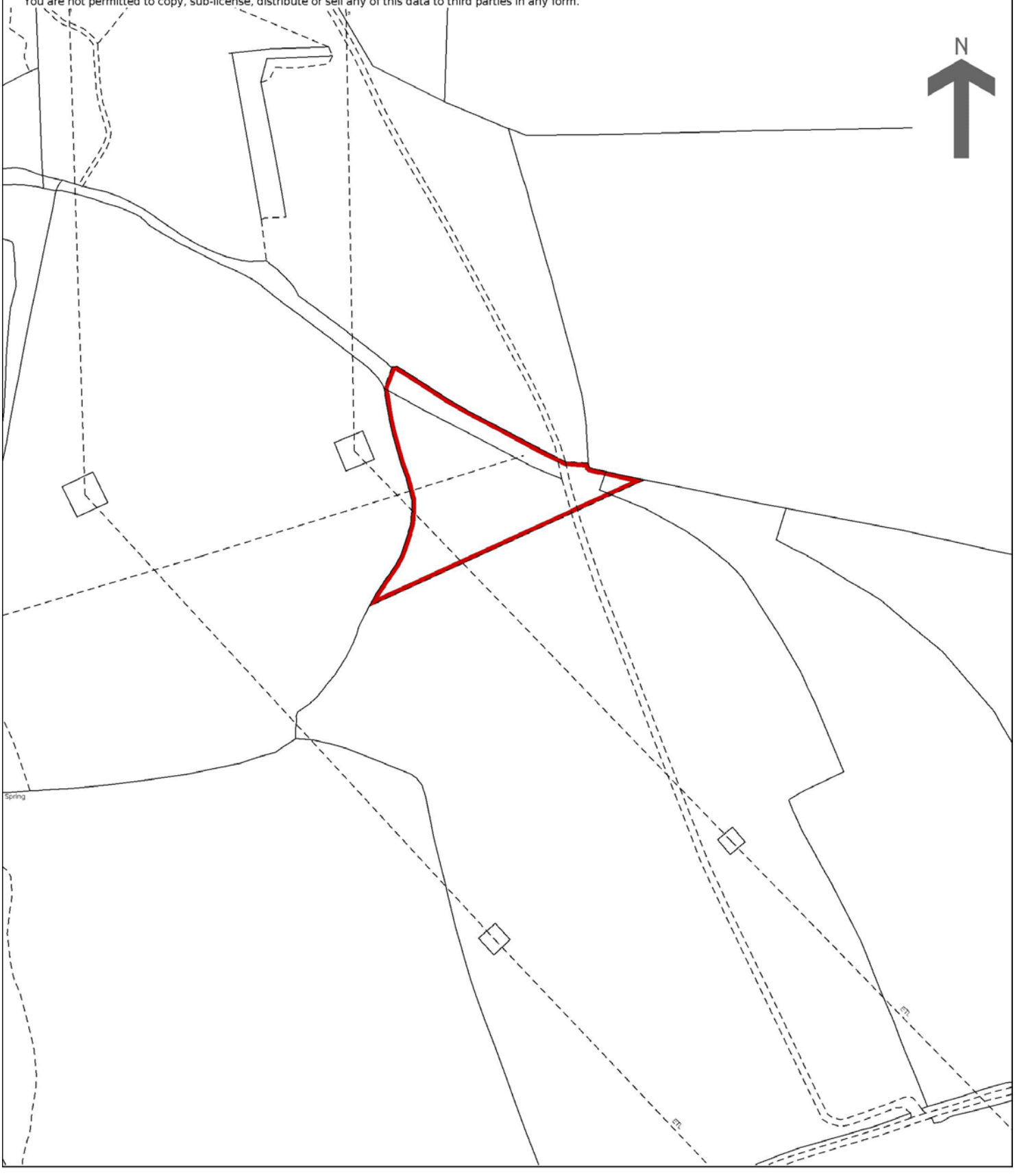
- efallai y bydd cyfeiriad lliw neu gyfeiriadau ychwanegol eraill, er enghraifft ‘wedi ei rifo 1' yn ymddangos ar y cynllun teitl (neu'n cael eu cyfeirio atynt yn y dystysgrif archwilio yn ffurflen CI) ond na fydd cyfeiriad atynt eto yn y gofrestr
- efallai hefyd y bydd cyfeiriad lliw neu gyfeiriadau eraill wedi cael eu newid neu eu dileu o'r cynllun teitl (neu na fydd cyfeiriad atynt yn ffurflen CI), ond efallai na fydd hyn yn cael ei adlewyrchu yn y gofrestr ar y pryd hwn.

Mae'r copi swyddogol hwn a gyhoeddir ar 25 Medi 2025 yn dangos sefyllfa'r cynllun teitl hwn ar 10 Awst 2023 am 17:15:20. Mae'n dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol (adran 67 Deddf Cofrestru Tir 2002). Mae'r cynllun teitl hwn yn dangos safle cyffredinol, nid union linell, y terfynau. Gall fod gwyriadau yn y raddfa. Mae'n bosibl na fydd mesuriadau wedi eu graddio o'r cynllun hwn yn cyfateb â mesuriadau rhwng yr un pwyntiau ar y llawr.
Gweinyddir y teitl hwn gan Gofrestrfa Tir EF Swyddfa Cymru.

# HM Land Registry
## Official copy of title plan

Title number **CYM768801**
Ordnance Survey map reference **SM9301NE**
Scale **1:2500**
Administrative area **Pembrokeshire / Sir Benfro**

© Crown copyright and database rights 2019 Ordnance Survey AC0000851063.
You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.




This official copy is incomplete without the preceding notes page.
Mae'r copi swyddogol hwn yn anghyflawn heb y dudalen nodiadau flaenorol.

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Mae'r copi swyddogol electronig o'r gofrestr yn dilyn y neges hon.

Sylwch mai hwn yw'r unig gopi swyddogol a ddarparwn. Ni fyddwn yn darparu copi swyddogol papur.

# Official copy of register of title
# Copi swyddogol o gofrestr teitl

| Title number / Rhif teitl | Edition date / Dyddiad yr argraffiad |
|---|---|
| CYM12566 | 25.07.2022 |

- This official copy shows the entries on the register of title on 25 SEP 2025 at 11:21:10.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 25 Sep 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Wales Office.
- Mae'r copi swyddogol hwn yn dangos y cofnodion yn y gofrestr teitl ar 25 MEDI 2025 am 11:21:10.
- Rhaid dyfynnu'r dyddiad hwn fel y "dyddiad y chwilir ohono" mewn unrhyw gais am chwiliad swyddogol sy'n seiliedig ar y copi hwn.
- Y dyddiad ar ddechrau cofnod yw'r dyddiad y gwnaethpwyd y cofnod yn y gofrestr.
- Cyhoeddwyd ar 25 Medi 2025.
- Dan adran 67 Deddf Cofrestru Tir 2002, mae'r copi hwn yn dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol.
- Gweinyddir y teitl hwn gan Gofrestrfa Tir EF Swyddfa Cymru.

## A: Property Register / Cofrestr Eiddo

This register describes the land and estate comprised in the title.

Mae'r gofrestr hon yn disgrifio'r tir a'r ystad a gynhwysir yn y teitl.

PEMBROKESHIRE/SIR BENFRO

1 (07.02.2001) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land On The North Side Of Greenhill Farm, Pwllcrochan, Pembroke.

2 (07.02.2001) The Conveyance dated 19 April 1966 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY DECLARED that the Purchaser shall obtain no right of way water or other right over the Vendors adjoining property being the remainder of Greenhill Farm by virtue of this Conveyance.

3 (27.05.2008) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

# B: Proprietorship Register / Cofrestr Perchnogaeth

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Mae'r gofrestr hon yn nodi'r math o deitl ac yn enwi'r perchennog. Mae'n cynnwys unrhyw gofnodion sy'n effeithio ar yr hawl i waredu.

## Title absolute/Teitl llwyr

1 (27.10.2009) PROPRIETOR: RWE GENERATION UK PLC (Co. Regn. No. 3892782) of Windmill Hill Business Park, Whitehill Way, Swindon SN5 6PB.

# C: Charges Register / Cofrestr Arwystlon

This register contains any charges and other matters that affect the land.

Mae'r gofrestr hon yn cynnwys unrhyw arwystlon a materion eraill sy'n effeithio ar y tir.

1 (07.02.2001) The land is subject to the following rights reserved by a Conveyance of land adjoining the southern boundary of the land in this title dated 19 April 1966 made between (1) Ronald Samuel Hall and John Howard Hall (Vendors) and (2) Central Electricty Generating Board (Purchaser):-

"EXCEPT AND RESERVED in favour of the Vendors and their successors in title owners and occupiers for the time being of the remainder of Greenhill Farm aforesaid in fee simple a right of way at all times and for all purposes with and without animals and things of all description over and along the roadway or track between the points lettered A B and C on the said plan"

NOTE: The points A B and C referred to were not shown on the plan supplied on first registration.

2 (07.02.2001) The land is subject to the rights contained in a Deed dated 27 March 1972 made between (1) Ronald Samuel Hall and John Howard Hall and (2) Texaco Limited.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Original filed.*

3 (07.02.2001) The land is subject to the rights granted by a Deed dated 12 June 1995 made between (1) David George Kenniford and (2) South Wales Electricity plc.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Original filed.*

## End of register / Diwedd y gofrestr

Land Registry

4 July 2024

Your ref
RJS/RH/PEMB

Our ref
WA962157 /OC/066

HM Land Registry
Durham Office
PO Box 75
Gloucester
GL14 9BD

DX 321601 Gloucester 33
Tel 0300 006 0010
Fax NA
Email durham.office@
landregistry.gov.uk
www.gov.uk/land-registry

# Official copy/copies

**HM Land Registry payment ref** 04/07 Z0WA6VWL
**Fee debited** £6.00

The official copy/copies of the register and title plan or certificate in form CI you applied for is/are enclosed.

There is an/are application(s) pending in HM Land Registry and if we have only completed the mapping work for a pending application affecting the title concerned, such as a transfer of part:
-additional colour or other references, for example 'numbered 1', may appear on the title plan (or be referred to in the certificate of inspection in form CI), but may not yet be mentioned in the register
- colour or other references may also have been amended or remove from the title plan (or not be referred to in form CI), but this may not be reflected in the register at this stage.

If you require the official copy/copies in connection with a registrable disposition e.g. purchase, lease or charge, I anticipate that you will apply for an official search in form OS1 (for whole) or OS2 (for part) before you complete the disposition. The official search certificate will contain details of any adverse entries made in the register of title since the date of the enclosed official copy/copies. The certificate will also contain notice of any pending application that affects the extent searched. Practice Guide *12 - Official searches and outline applications* contains additional information. You can view or download copies from our website www.gov.uk/land-registry in English and Welsh, or obtain copies of it free of charge from any HM Land Registry Office.

Please contact the HM Land Registry Office named if you have any questions about the enclosed official copy/copies.

RJS/RH/PEMB

RWE GENERATION UK PLC
WINDMILL HILL BUSINESS PARK
WHITEHILL WAY
SWINDON
SN5 6PB

Land Registry Cofrestrfa Tir

# Official copy of register of title
# Copi swyddogol o gofrestr teitl

Title number / Rhif teitl
WA962157

Edition date / Dyddiad yr argraffiad 23.08.2021

- This official copy shows the entries in the register of title on 7 December 2022 at 18:45:58.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 4 July 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title, see www.gov.uk/land-registry.
- This title is dealt with by HM Land Registry Durham Office.

- Mae'r copi swyddogol hwn yn dangos y cofnodion yn y gofrestr teitl ar 7 Rhagfyr 2022 am 18:45:58.
- Rhaid dyfynnu'r dyddiad hwn fel y "dyddiad y chwilir ohono" mewn unrhyw gais am chwiliad swyddogol sy'n seiliedig ar y copi hwn.
- Y dyddiad ar ddechrau cofnod yw'r dyddiad y gwnaethpwyd y cofnod yn y gofrestr.
- Cyhoeddwyd ar 4 Gorffennaf 2024.
- Dan adran 67 Deddf Cofrestru Tir 2002, mae'r copi hwn yn dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol.
- I gael gwybodaeth am y gofrestr teitl, gweler www.gov.uk/land-registry.
- Gweinyddir y teitl hwn gan Gofrestrfa Tir EM Swyddfa Durham

## A: Property register / Cofrestr eiddo

This register describes the land and estate comprised in the title.
Mae'r gofrestr hon yn disgrifio'r tir a'r ystad a gynhwysir yn y teitl.

PEMBROKESHIRE/SIR BENFRO

1 (13.04.2000) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Pembroke Power Station, Pembroke.

2 (13.04.2000) The mines and minerals under the land tinted pink on the filed plan are excepted.

3 (13.04.2000) The land has the benefit of the following rights granted by a Conveyance dated 30 October 1975 made between (1) the Queen`s Most Excellent Majesty (2) The Crown Estate Commissioners (The Commissioners) and (3) The Central Electricity Generating Board:-

# A: Property register continued / Parhad o'r gofrestr eiddo

"TOGETHER WITH the right to place and thereafter maintain a cooling water outfall channel (hereinafter called"the said outfall") on or across the foreshore and bed of the sea at West Pennar aforesaid in the position shown by a blue colour on the Plan Number 2 annexed hereto and from time to time to enter upon the said foreshore and bed of the sea and inspect repair renew and cleanse the said outfall....The Purchaser HEREBY COVENANTS with the Queen`s Majesty and Her Successors and as a separate covenant with the Commissioners as follows:-

1. At all times hereafter to maintain and keep the said reclamation works and the said outfall in good safe and substantial repair order and condition so that no nuisance or annoyance shall be caused thereby or by the user thereof.

2. Not to make any alteration in or addition to the said outfall without the previous consent in writng of the Commissioners such consent not to be unreasonably witheld.

3. Immediately after any disturbance of the site of the said outfall for repairing or renewing the same or any part or parts thereof to restore and make good the surface the site at its own expense to the reasonable satisfaction of the Commisioners.

*NOTE: Copy Plan filed.*

4 (13.04.2000) The land has the benefit of the rights granted by but is subject to the rights reserved by a Deed dated 31 March 1990 made between (1) Nuclear Power Plc and (2) National Power Plc.

*NOTE: Original filed.*

5 (18.06.2003) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

6 (07.06.2010) The land has the benefit of the rights granted by a Deed of Grant dated 14 May 2010 made between (1) Pembrokeshire County Council and (2) RWE Npower PLC.

*NOTE: Copy filed under WA627017.*

# B: Proprietorship register / Cofrestr perchnogaeth

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.
Mae'r gofrestr hon yn nodi'r math o deitl ac yn enwi'r perchennog. Mae'n cynnwys unrhyw gofnodion sy'n effeithio ar yr hawl i waredu.

## Title absolute / Teitl llwyr

1 PROPRIETOR: RWE GENERATION UK PLC (Co. Regn. No. 3892782) of Windmill Hill Business Park, Whitehill Way, Swindon, Wilts SN5 6PB.

NOTE: A Deed dated 16 March 2000 made between (1)Npower and (2) National Power Plc contains a covenant to observe and perform the covenants and other obligations referred to in the Transfer to the proprietors and of indemnity in respect thereof

# B: Proprietorship register continued
# Parhad o'r gofrestr perchnogaeth

2 (13.04.2000) A Conveyance of the land edged blue on the filed plan dated 29 April 1964 made between (1) Ronald Samuel Hall and John Howard Hall and (2) Central Electricity Generating Board contains purchasers personal covenants details of which are set out in the schedule of personal covenants hereto.

This Conveyance is included in the Deed dated 16 March 2000 referred to above.

3 (13.04.2000) A Conveyance of the land hatched blue on the filed plan and other land dated 4 May 1964 made between (1) Charlotte Gwendoline Mary Harris and (2) Central Electricity Generating Board contains purchasers personal covenants details of which are set out in the schedule of personal covenants hereto.

This Conveyance is included in the Deed dated 16 March 2000 referred to above.

4 (16.12.2020) RESTRICTION: No disposition as to that part shown edged red on the plan attached to the RX1 of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Greenlink Interconnector Limited (incorporated in Ireland) of 6th Floor, South Bank House, Barrow Street, Dublin 4 D04 TR29, Ireland or its conveyancer that the provisions of clause 6.4 of an option agreement dated 27 November 2020 made between (1) RWE Generation UK Plc (2) Greenlink Interconnector Limited and (3) Eryl Davies Llewellyn and David Harries Llewellyn have been complied with or that they do not apply to the disposition.

# Schedule of personal covenants / Atodlen cyfamodau personol

1 The following are details of the personal covenants contained in the Conveyance dated 29 April 1964 referred to in the Proprietorship Register:

"The Purchaser HEREBY COVENANTS with the Vendors forthwith to erect a fence with concrete posts and chain link fencing along the boundaries of the proprty hereby conveyed and the adjoining property of the Vendors marked "T" within the boundaries on the plan annexed hereto"

2 The following are details of the personal covenants contained in the Conveyance dated 4 May 1964 referred to in the Proprietorship Register:-

" The Purchaser hereby covenants with the Vendor to erect and forever after maintain good and substantial concrete posts and wire fences on the boundaries of the property marked with a "T" within the boundaries."

NOTE: The "T" marks referred to have been reproduced on the filed plan.

# C: Charges register / Cofrestr arwystlon

This register contains any charges and other matters that affect the land.
Mae'r gofrestr hon yn cynnwys unrhyw arwystlon a materion eraill sy'n effeithio ar y tir.

1 (13.04.2000) The land is subject to the rights granted by a Deed dated 15 August 1975 made between (1)Central Electricity Generating Board and (2) Shell Mex and BP Limited.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Original filed.*

2 (13.04.2000) The land is subject to the rights granted by a Deed dated 9 June 1980 made between (1)Central Electricity Generating Board and (2) Pembroke Cracking Company.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Original filed.*

3 (29.05.2002) The land is subject to the rights granted by a Deed dated 21 May 2002 made between (1) Innogy PLC and (2) Western Power Distribution (South Wales) PLC.

The said Deed also contains restrictive covenants by the grantor.

*NOTE 1: Copy filed.*

NOTE 2: See entry below relating to a Deed of Variation dated 19 September 2019.

4 (18.06.2003) The land is subject to the following rights granted by a Transfer of the land edged and numbered CYM130333 in green on the filed plan dated 6 June 2003 made between (1) Innogy PLC (the Transferor) and (2) David George Kenniford and Elizabeth Mary Kenniford (the Transferees):-

"Rights granted for the benefit of the Property

The Transferor hereby grants to the Transferees and their successors in title the owners and occupiers for the time being of the Property and persons authorised by them in common with the Transferor and the Transferors successors in title to the remainder of the Transferor's freehold land registered under Title Number WA962157 ("the Retained Land") from time to time and at all times and for the purposes connected with the agricultural use of the Property to pass and repass over and along the road or way shown coloured brown on the Plan with or without vehicles of any description machinery equipment and animals PROVIDED however that the Transferor or the Transferor's successors in title to the Retained Land from time to time may withdraw such right on three months written notice or suspend it as appropriate if the activities taking place on the Retained Land render it necessary to do so".

NOTE: The land coloured brown referred to above is shown tinted blue on the filed plan so far as it affects the land in this title.

5 (28.02.2008) The land is subject to the rights granted by a Deed of Grant dated 25 February 2008 made between (1) RWE Npower Plc and (2) National Grid Electricity Transmission Plc.

The said Deed also contains restrictive covenants by the grantor.

*NOTE:-Copy filed.*

# C: Charges register continued / Parhad o'r gofrestr arwystlon

6 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

7 (06.03.2012) The parts of the land affected thereby are subject to the rights granted by a Lease dated 29 November 2011 referred to in the schedule of leases hereto.

*NOTE: Copy lease filed under CYM549099 .*

8 (08.10.2019) By a Deed of Variation dated 12 September 2019 made between (1) RWE Generation UK Plc and (2) Western Power Distribution (South Wales)Plc the rights referred to in the Deed of Grant dated 21 May 2002 referred to above have been varied.

*NOTE: Copy filed.*

9 (11.08.2020) By the Lease dated 29 June 2020 referred to in the schedule of leases the terms of the lease dated 31 March 1990 of Pembroke Power Station referred to in the schedule of leases hereto were varied.

*NOTE: Copy Lease filed under CYM805381.*

10 (16.12.2020) UNILATERAL NOTICE in respect of an option to take a grant of an easement contained in an option agreement dated 27 November 2020 made between (1) RWE Generation UK Plc (2) Greenlink Interconnector Limited and (3) Eryl Davies Llewellyn and David Harries Llewellyn.

*NOTE: Copy plan filed.*

11 (16.12.2020) BENEFICIARY: Greenlink Interconnector Limited (incorporated in Ireland) of 6th Floor, South Bank House, Barrow Street, Dublin 4 D04 TR29, Ireland.

# Schedule of notices of leases / Atodlen prydlesi a nodwyd

| | Registration date and plan ref.<br>Dyddiad cofrestru a chyf. cynllun | Property description<br>Disgrifiad eiddo | Date of lease and term<br>Dyddiad a hyd y brydles | Lessee's title<br>Teitl y Prydlesai |
|---|---|---|---|---|
| 1 | 13.04.2000<br>Edged and numbered 1 in yellow | Land and Buildings at Pembroke Power Station | 31.03.1990<br>999 years from 31.3.1990 | WA797489 |
| | NOTE: See entry in the Chages Register relating to a Deed of variation | | | |
| 2 | 24.01.2012<br>Edged and numbered 2 in yellow (NSE) | AGI Site At Pembroke Power Station | 29.11.2011<br>40 years from 29 November 2011 | CYM549099 |
| 3 | 15.05.2013<br>edged and numbered 3 in yellow | Greenhill Coppice | 18.04.2013<br>from and including 18/4/2013 to and including 30/9/2042 | CYM588176 |
| | NOTE: The Lease comprises also other land | | | |

# Schedule of notices of leases continued
# Parhad o'r atodlen prydlesi a nodwyd

| | Registration date and plan ref. / Dyddiad cofrestru a chyf. cynllun | Property description / Disgrifiad eiddo | Date of lease and term / Dyddiad a hyd y brydles | Lessee's title / Teitl y Prydlesai |
|---|---|---|---|---|
| 4 | 21.10.2014 Edged and numbered 4 in yellow | Land at Pembroke Power Station | 07.10.2014 10 years from 1/1/2014 | CYM631103 |
| 5 | 11.08.2020 edged and numbered 5 in yellow | land at Pembroke Power Station | 29.06.2020 From 29 June 2020 to and including 20 March 2989 | CYM805381 |

# End of register / Diwedd y gofrestr

Official copy issued on 4 July 2024 shows the state of this title plan on 7 December 2022 at 18:45:58.
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground
for this title.
This title is dealt with by HM Land Registry, Durham Office.

Land Registry

11 May 2020

Your ref
RJS/Pemb/TM

Our ref
CYM399739/OC/026

# Official copy/copies

**HM Land Registry payment ref** 11/05 Z0WA8NVW
**Fee debited** £6.00

The official copy/copies of the document(s) you applied for is/are enclosed.

Please contact the HM Land Registry Office named if you have any questions about the enclosed official copy/copies.

HM Land Registry
Durham Office
PO Box 75
Gloucester
GL14 9BD

DX 321601 Gloucester 33
Tel 0300 006 0010
Fax NA
Email durham.office@
landregistry.gov.uk
www.gov.uk/land-registry

RJS/Pemb/TM

RWE GENERATION UK PLC
WINDMILL HILL BUSINESS PARK
WHITEHILL WAY
SWINDON
SN5 6PB

# Official copy of register of title
# Copi swyddogol o gofrestr teitl

Title number / Rhif teitl
CYM399739

Edition date / Dyddiad yr argraffiad 18.11.2013

- This official copy shows the entries in the register of title on 11 May 2020 at 11:19:04.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 11 May 2020.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title, see www.gov.uk/land-registry.
- This title is dealt with by HM Land Registry Durham Office.

- Mae'r copi swyddogol hwn yn dangos y cofnodion yn y gofrestr teitl ar 11 Mai 2020 am 11:19:04.
- Rhaid dyfynnu'r dyddiad hwn fel y "dyddiad y chwilir ohono" mewn unrhyw gais am chwiliad swyddogol sy'n seiliedig ar y copi hwn.
- Y dyddiad ar ddechrau cofnod yw'r dyddiad y gwnaethpwyd y cofnod yn y gofrestr.
- Cyhoeddwyd ar 11 Mai 2020.
- Dan adran 67 Deddf Cofrestru Tir 2002, mae'r copi hwn yn dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol.
- I gael gwybodaeth am y gofrestr teitl, gweler www.gov.uk/land-registry.
- Gweinyddir y teitl hwn gan Gofrestrfa Tir EM Swyddfa Durham

## A: Property register / Cofrestr eiddo

This register describes the land and estate comprised in the title.
Mae'r gofrestr hon yn disgrifio'r tir a'r ystad a gynhwysir yn y teitl.

PEMBROKESHIRE/SIR BENFRO

1 (07.02.2001) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Greenhill Farm and adjoining Land, Pwllcrochan, Pembroke (SA71 5TJ).

2 (07.02.2001) The Conveyance dated 19 April 1966 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY DECLARED that the Purchaser shall obtain no right of way water or other right over the Vendors adjoining property being the remainder of Greenhill Farm by virtue of this Conveyance"



2257002004 576

# A: Property register continued / Parhad o'r gofrestr eiddo

3 (27.05.2008) The Transfer dated 6 June 2003 referred to in the charges register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that the Transferees shall not be entitled to any express or implied right of light or support or otherwise or other easement whatsoever which would restrict or interfere with the free use or enjoyment by the Transferor and its successors in title or persons deriving title under it of the Retained Land for building or any other purpose and the access of light and air to any building or other structure which is now erected or which may hereafter be erected on the Property across any part of the Retained Land shall at all times be deemed to be enjoyed with the licence and consent of the Transferor or its successors in title to such property and not as of right"

# B: Proprietorship register / Cofrestr perchnogaeth

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.
Mae'r gofrestr hon yn nodi'r math o deitl ac yn enwi'r perchennog. Mae'n cynnwys unrhyw gofnodion sy'n effeithio ar yr hawl i waredu.

## Title absolute / Teitl llwyr

1 (27.05.2008) PROPRIETOR: RWE NPOWER PLC (Co. Regn. No. 3892782) of Windmill Hill Business Park, Whitehill Way, Swindon SN5 6PB.

2 (27.05.2008) The price stated to have been paid on 25 April 2008 was £2,250,000 plus VAT of £14,350.

# C: Charges register / Cofrestr arwystlon

This register contains any charges and other matters that affect the land.
Mae'r gofrestr hon yn cynnwys unrhyw arwystlon a materion eraill sy'n effeithio ar y tir.

1 (07.02.2001) The land is subject to the following rights reserved by a Conveyance adjoining the southern boundary of the land tinted pink on the title plan dated 19 April 1966 made between (1) Ronald Samuel Hall and John Howard Hall (Vendors) and (2) Central Electricty Generating Board (Purchaser):-

"EXCEPT AND RESERVED in favour of the Vendors and their successors in title owners and occupiers for the time being of the remainder of Greenhill Farm aforesaid in fee simple a right of way at all times and for all purposes with and without animals and things of all description over and along the roadway or track between the points lettered A B and C on the said plan"

NOTE: The points A B and C referred to were not shown on the plan supplied on first registration.

2 (07.02.2001) The land tinted pink on the title plan is subject to the rights granted by a Deed dated 12 June 1995 made between (1) David George Kenniford and (2) South Wales Electricity plc.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Original filed under CYM12566.*

# C: Charges register continued / Parhad o'r gofrestr arwystlon

3 (27.05.2008) A Transfer which included the land tinted blue and mauve on the title plan title dated 6 June 2003 made between (1) Innogy PLC (the Transferor) and (2) David George Kenniford and Elizabeth Mary Kenniford (the Transferees) contains the following covenants:-

"Restrictive Covenants by the Transferor

1. The Transferees jointly and severally covenant with the Transferor not to erect any buildings other than agricultural ones on the Property and to use such buildings and the Property only for agricultural purposes

2. The Transferees jointly and severally covenant with the Transferor not to store anything other than dry inert materials rainwater or parlour washings in the reservoir shown edged blue on the plan

3. The Transferees jointly and severally covenant with the Transferor not to discharge the contents of the said reservoir onto any of the Retained Land (except for the purposes of irrigation only onto any part occupied by virtue of a tenancy dated 2nd March 1988 made between Central Electricity Generating Board and David George Kenniford) ("the Tenancy Agreement") or into ponds or watercourses that pass onto or through the Transferor's Retained Land".

NOTE :-The land edged blue referred to above is shown tinted mauve on the title plan so far as it affects the land in this title.

4 (27.05.2008) The land tinted blue and mauve on the title plan is subject to the rights granted by a Deed dated 21 May 2002 made between (1) Innogy PLC and (2) Western Power Distribution (South Wales) PLC.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under WA962157.*

5 (06.03.2012) The land is subject for a term of 40 years from 29 November 2011 to the rights granted by a lease dated 29 November 2011 of Valero Energy Ltd AGI Site at Pembroke Power Station made between (1) RWE Npower Plc and (2) Valero Energy Ltd.

*NOTE: Copy filed CYM549099*

6 (15.05.2013) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

7 (07.02.2001) The lease dated 27 March 1972 made between (1) Ronald Samuel Hall and John Howard Hall and (2) Texaco Limited referred to in the schedule of leases hereto contains restrictive covenants by the landlord.

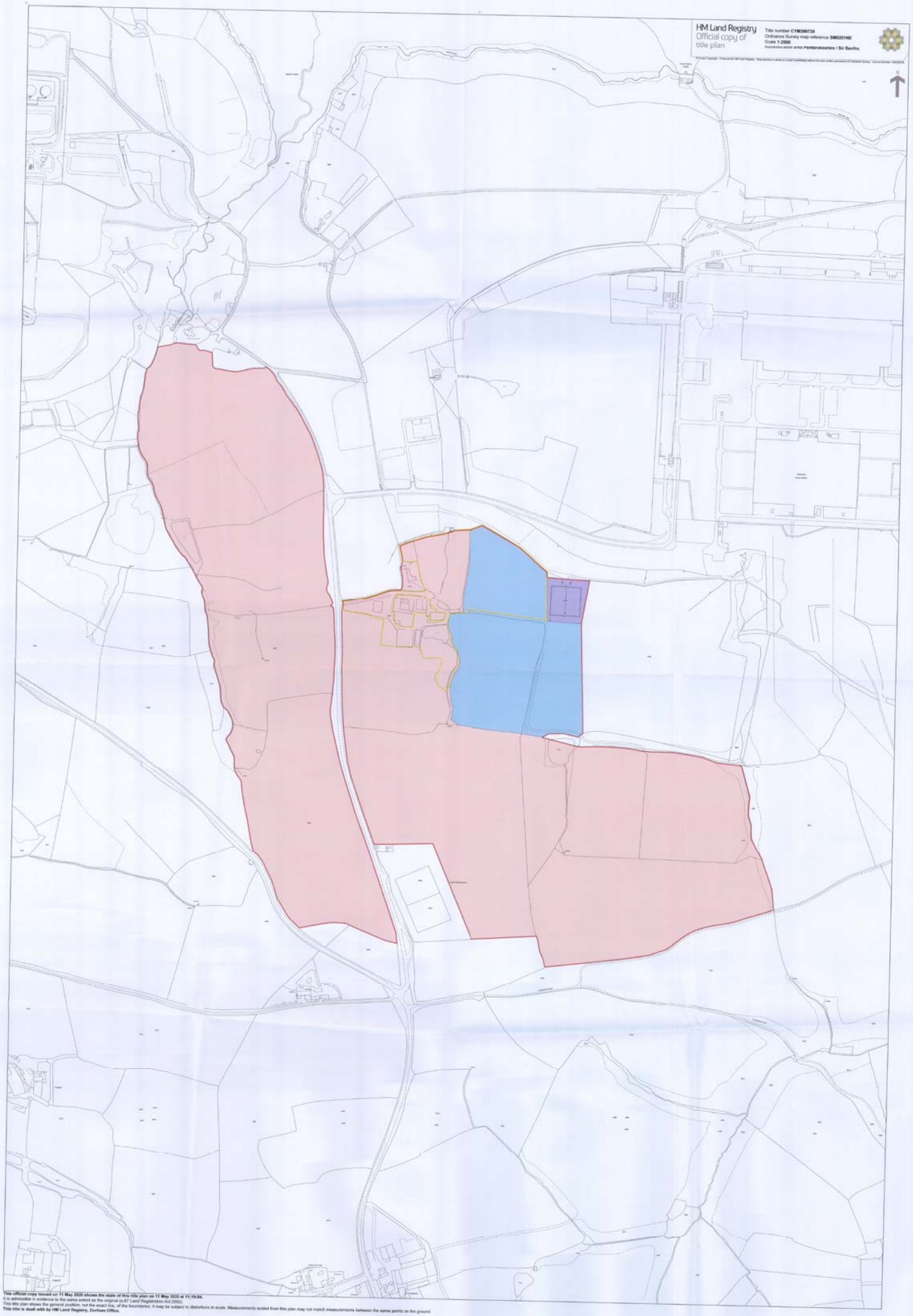
*NOTE: Copy Deed C45.A filed under CYM603264.*

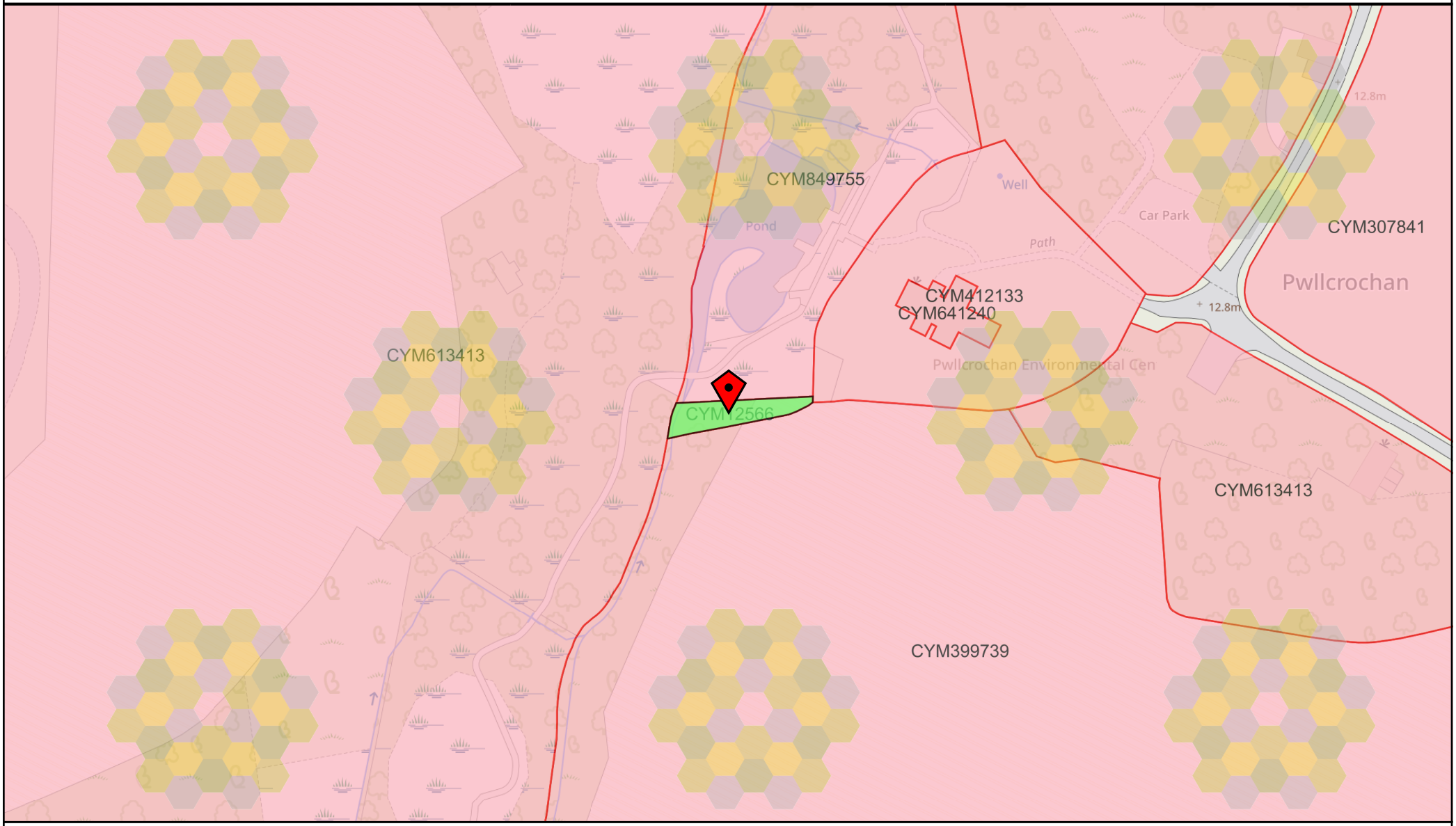
# C: Charges register continued / Parhad o'r gofrestr arwystlon

## Schedule of notices of leases / Atodlen prydlesi a nodwyd

| | Registration date and plan ref. / Dyddiad cofrestru a chyf. cynllun | Property description / Disgrifiad eiddo | Date of lease and term / Dyddiad a hyd y brydles | Lessee's title / Teitl y Prydlesai |
|---|---|---|---|---|
| 1 | 15.05.2013 edged and numbered 1 in yellow | Greenhill Coppice | 18.04.2013 from and including 18/4/2013 to and including 30/9/2042 | CYM588176 |
| | NOTE: The Lease comprises also other land. | | | |
| 2 | 07.02.2001 | A strip of land 0.9144m (3ft) in width and 9.144m (30ft) in depth (but subject to paragraph 17 of the second schedule to the lease) excluding the top 0.762m (2ft 6 inches) thereof | 27.03.1972 99 years from 1.11.1971 | CYM603264 |
| | NOTE 1: See entry in the Charges Register relating to the landlord's restrictive covenants. | | | |
| | NOTE 2: The lease contains provisions relating to diversion and an option to renew upon the terms therein mentioned. | | | |
| | NOTE 3: The lease comprises also other land. | | | |

## End of register / Diwedd y gofrestr


HM Land Registry
Official copy of title plan
Title number CYM399739
Ordnance Survey map reference SM9201NE
Scale 1:2500
Administrative area Pembrokeshire / Sir Benfro
This official copy issued on 11 May 2020 shows the state of this title plan on 11 May 2020 at 11:19:04.
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by HM Land Registry, Durham Office.

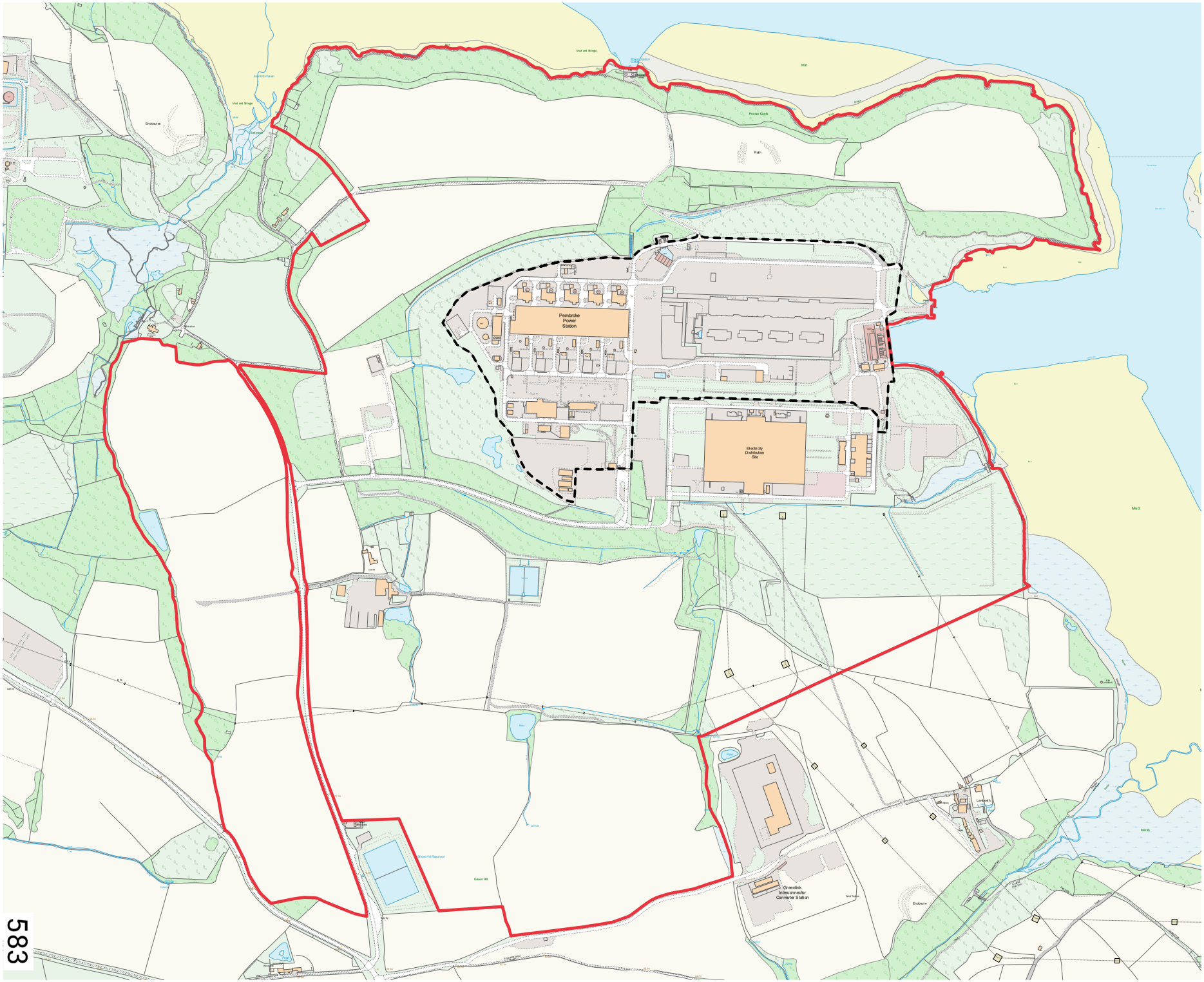



0 5 10 15 20 25 30 35 40 50m

Map scale 1:1250

© Crown copyright and database rights 2025 Ordnance Survey AC0000851063
This map is for reference purposes only. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.
Data last updated 10:00pm 26 SEPTEMBER, 2025

| Title number | Estate information | Address |
|---|---|---|
| CYM12566 | Freehold | LAND LYING TO THE WEST OF, PWLLCROCHAN ENVIRONMENTAL CENTRE, PWLLCROCHAN, PEMBROKE SA71 5TL |




N

0 50 100 150 200 250 Meters

**Key:**

RWE ownership boundary (271.54ha)

Main security boundary (3059m)

| MJA | WM | 30/09/25 | WM | B |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:7,500 |

Site

PEMBROKE POWER STATION

Title

PLAN 3A

SITE SECURITY

THE SITE PLAN

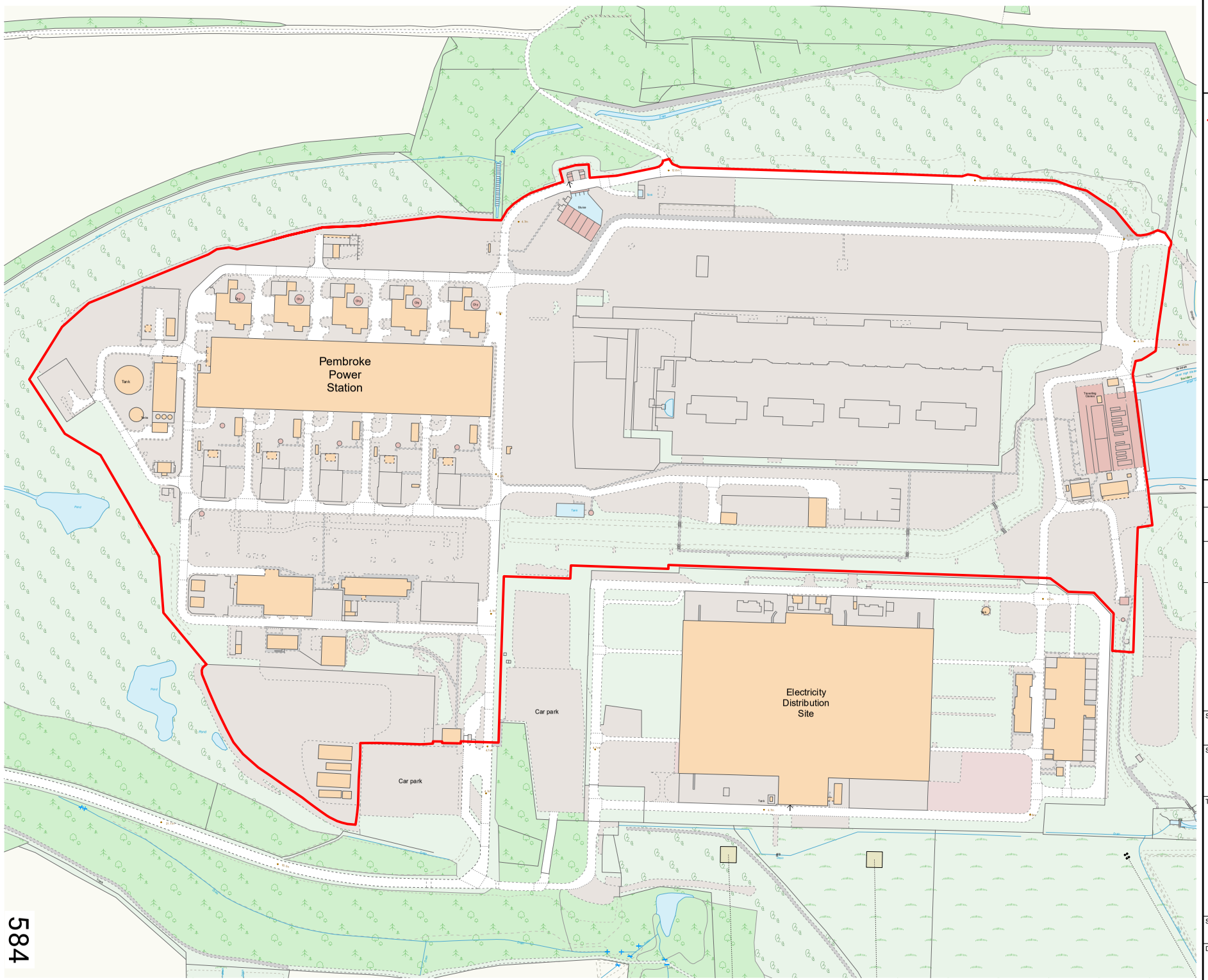
Status

FINAL

Drawing Number

RWE/PMBRK/PMS/0030/B

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.




N

0 20 40 60 80 100 Meters

**Key:**

Extent of injunction area (3059m)

| MJA | WM | 30/09/25 | WM | B |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:3,000 |

Site

PEMBROKE POWER STATION

Title

PLAN 3

SITE SECURITY

EXTENT OF INJUNCTION AREA PLAN

Status

FINAL

Drawing Number

RWE/PMBRK/PMS/0031/B

584

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.

# HM Land Registry
# Application Enquiry

## Application Details

**Enquiry time:** 25 SEP 2025 at 18:21:50

---

**Dealing, 07 DEC 2022**

**Title Number:** WA962157

| | |
|---|---|
| HM Land Registry Reference | C019LTS |
| Application Type | Dealing |
| Priority Date | 07 Dec 2022 |
| Priority Time | 18:45:59 |
| Lodged By | LINKLATERS<br><br>ONE SILK STREET<br>LONDON<br>EC2Y 8HQ |
| Customer Reference | KTan/L-325197 |
| Application Received By | Portal |
| Application Progress | Received: Priority Protected |

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue.  We will not issue a paper official copy.

Applications are pending in HM Land Registry, which have not been completed against this title.

# Official copy of register of title

Title number BD214443 | Edition date 15.05.2024

- This official copy shows the entries on the register of title on 12 JUN 2025 at 15:41:57.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 23 Sep 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Peterborough Office.

## A: Property Register

This register describes the land and estate comprised in the title.

BEDFORD

1 (19.04.2000) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Little Barford Power Station, Barford Road, Little Barford.

2 (19.04.2000) The land edged and numbered 4 in blue on the title plan was formerly copyhold of the Manor of Eynesbury Berkleys Buckleys Ferrars and Cresners in the County of Huntingdon and the rights saved to the lord by the 12th Schedule of the Law of Property Act 1922 are excepted from the registration.

3 (19.04.2000) The land edged and numbered 1 in blue on the title plan has the benefit of the rights granted by a Deed dated 22 June 1979 made between (1) Hoveringham Group Limited and (2) Central Electricity Generating Board.

*NOTE: Original filed.*

4 (19.04.2000) The land edged and numbered 2, 3, 4, 5, 6 and 7 in blue on the title plan has the benefit of the rights reserved by but is subject to the rights granted by a Conveyance of the land tinted pink on the filed plan dated 30 August 1985 made between (1) Central Electricity Generating Board and (2) Monier Resources (U.K.) Limited

*NOTE: Original filed.*

5 (05.11.2002) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

6 (10.05.2017) The land has the benefit of any legal easements granted by a Deed dated 28 April 2017 made between (1) Eastern Power Networks Plc and (2) RWE Generation UK Plc.

*NOTE: Copy filed.*

7 (15.05.2024) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

# B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

## Title absolute

1 PROPRIETOR: RWE NPOWER PLC (Co. Regn. No. 3892782) of Windmill Hill Business Park, Whitehill Way, Swindon SN5 6PB.

2 (19.04.2000) A Deed dated 16 March 2000 made between (1) Npower and (2) National Power PLC contains a covenant to observe and perform the covenants and other obligations referred to in the Transfer to the proprietor and of indemnity in respect thereof.

# C: Charges Register

This register contains any charges and other matters that affect the land.

1 (19.04.2000) By a Conveyance dated 21 April 1938 made between (1) Bedfordshire Cambridgeshire & Huntingdonshire Electricity Company and (2) B C & H Power Station Company Limited the land edged and numbered 2 and 3 in blue on the title plan and other land was conveyed subject as follows:-

"subject as to the whole of the said premisies to the restrictive and other provisions and conditions contained in clause 10 of the said Order so far as the same shall for the time being be capable of taking effect"

NOTE 1: The said premises referred to includes the land conveyed

NOTE 2: The said Order referred to is the Bedfordshire Cambridgeshire and Huntingdonshire Electricity (Little Barford Generating Station) Special Order 1928

NOTE 3: Neither the original Order referred to nor a certified copy or examined abstract thereof was supplied on first registration.

2 (19.04.2000) A Conveyance of the land edged and numbered 7 in blue on the title plan and other land dated 3 November 1938 made between (1) Walter Hildebrand Alington (Vendor) (2) Lieutenant-Colonel Walter Marlborough Pryor and the Honourable Walter Bernard Louis Barrington and (3) B C & H Power Station Company Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

3 (19.04.2000) A Conveyance of the land edged and numbered 8 in blue on the title plan and other land dated 3 March 1950 made between Wells and Winch Limited and (2) British Electricity Authority contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

4 (19.04.2000) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

5 (16.08.2004) The land is subject to the easements granted by a Lease dated 11 August 2004 of the land tinted blue on the title plan for a term of three years from 11 August 2004.

*NOTE: Copy filed.*

6 (05.02.2013) The parts of the land thereby affected are subject to the rights granted by a Lease dated 30 November 2012 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the grantor.

*NOTE: Copy lease filed under BD287002.*

7 (30.07.2018) The land is subject to any rights that are reserved by a Deed dated 20 July 2018 made between (1) RWE Generation UK Plc and (2) Eastern Power Networks Plc and affect the registered land.

# C: Charges Register continued

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed.*

## Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 3 November 1938 referred to in the Charges Register:-

"For the benefit of the Vendor and his successors in title owners for the time being of the Barford Estate the Purchasers with intent as regards any restrictive covenant to bind all persons in whom the property hereby conveyed shall for the time being be vested but so as not to be liable for the breach of any restrictive covenant after they have parted with the said property hereby covenant with the Vendor in manner following that is to say:-

(i) that any cottages or other dwellinghouses hereafter to be erected on the said property and for the pieces of land more particularly delineated on the plan hereto and thereon coloured blue adjoining the same which were specified in and assured by a Conveyance dated the seventeenth day of July One thousand nine hundred and thirty one and made between Charles Edmund Argentine Alington of the first part the Trustees of the second part and the Bedfordshire Cambridgeshire and Huntingdonshire Electricity Company of the third part shall not exceed three in number

(ii) That the Purchasrs and their successors in title will at all times hereafter perform and observe all such restrictive provisions and stipulations and conditions as are contained in Clause 10 of the Bedfordshire Cambridgeshire and Huntingdonshire Electricity Company (Little Barford Generating Station) Special Order 1928 so far as the same are for the time being subsisting and capable of taking effect

(iii) That the Purchasers shall erect a fence of concrete posts and wire along the boundaries of the property hereby conveyed separating the said property from the adjoining property of the Vendor."

NOTE 1: The land coloured blue referred to is edged and numbered 2 and 3 in blue on the title plan so far as it is included in this title

NOTE 2: Neither the original Order referred to nor a certified copy or examined abstract thereof was supplied on first registration.

## Schedule of notices of leases

| | Registration date and plan ref. | Property description | Date of lease and term | Lessee's title |
|---|---|---|---|---|
| 1 | 19.04.2000 tinted yellow | Land at Little Barford Power Station | 30.03.1990 999 years less 3 days from 30.3.1990 | BD168495 |

NOTE 1: By a Deed of Confirmation dated 2 November 1990 made between (1) The National Power Plc and (2) Eastern Electricity Plc the terms of the lease were expressed to be varied.

NOTE 2: Copy Deed filed under BD168495)

| | | | | |
|---|---|---|---|---|
| 2 | 05.02.2013 edged and numbered 1 in brown | substation Little Barford Power Station | 30.11.2012 999 years (less 3 days) from 30/3/1990 | BD287002 |

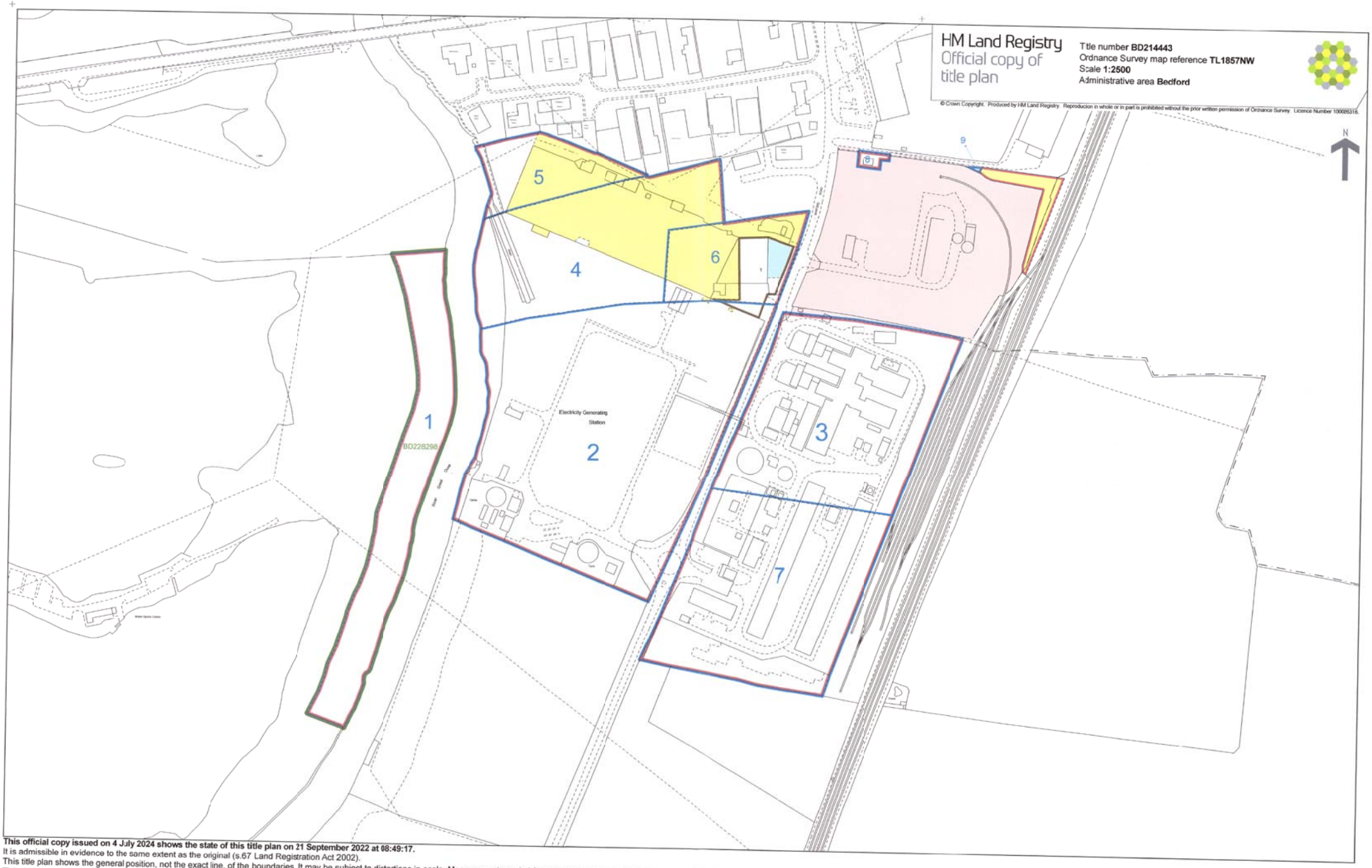
NOTE: See entry in the Charges Register relating to the rights granted by this lease

| | | | | |
|---|---|---|---|---|
| 3 | 08.05.2017 edged and | Electricitity Sub Station | 28.04.2017 From and | BD313633 |

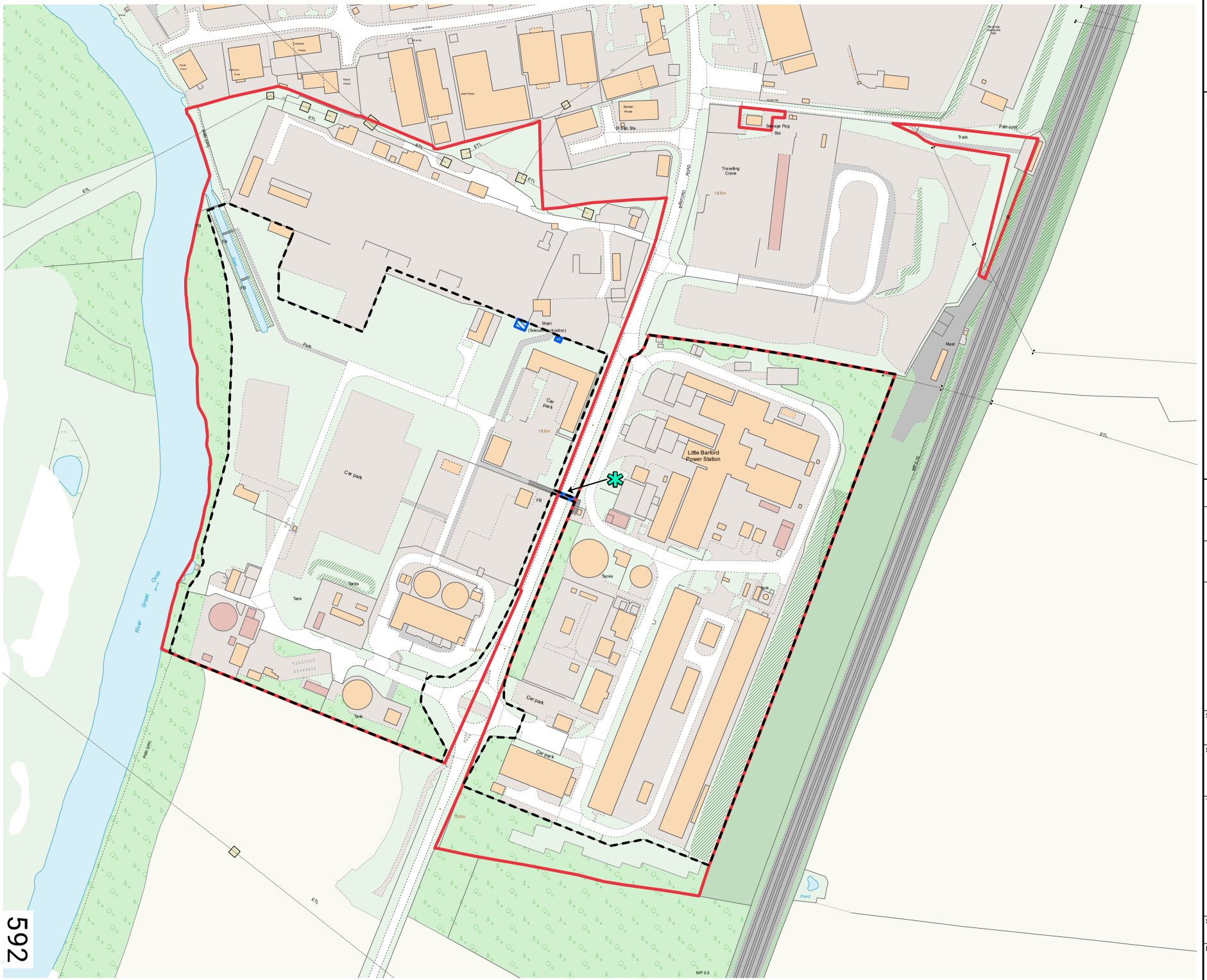
## Schedule of notices of leases continued

| Registration date and plan ref. | Property description | Date of lease and term | Lessee's title |
|---|---|---|---|
| numbered 8 and 9 in blue | | including 28.4.2017 to 9.3.2989 | |

## End of register




**This official copy issued on 4 July 2024 shows the state of this title plan on 21 September 2022 at 08:49:17.**
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
**This title is dealt with by HM Land Registry, Durham Office.**




N

0 20 40 60 80 100 Meters

**Key:**

- RWE ownership boundary (19.71ha)
- Third Party Areas
- Main security boundary (2485m)
- Location of Little Barford footbridge

| MJA | WM | 30/09/25 | WM | D |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:2,500 |

Site

LITTLE BARFORD POWER STATION

Title

PLAN 4A

SITE SECURITY

THE SITE PLAN

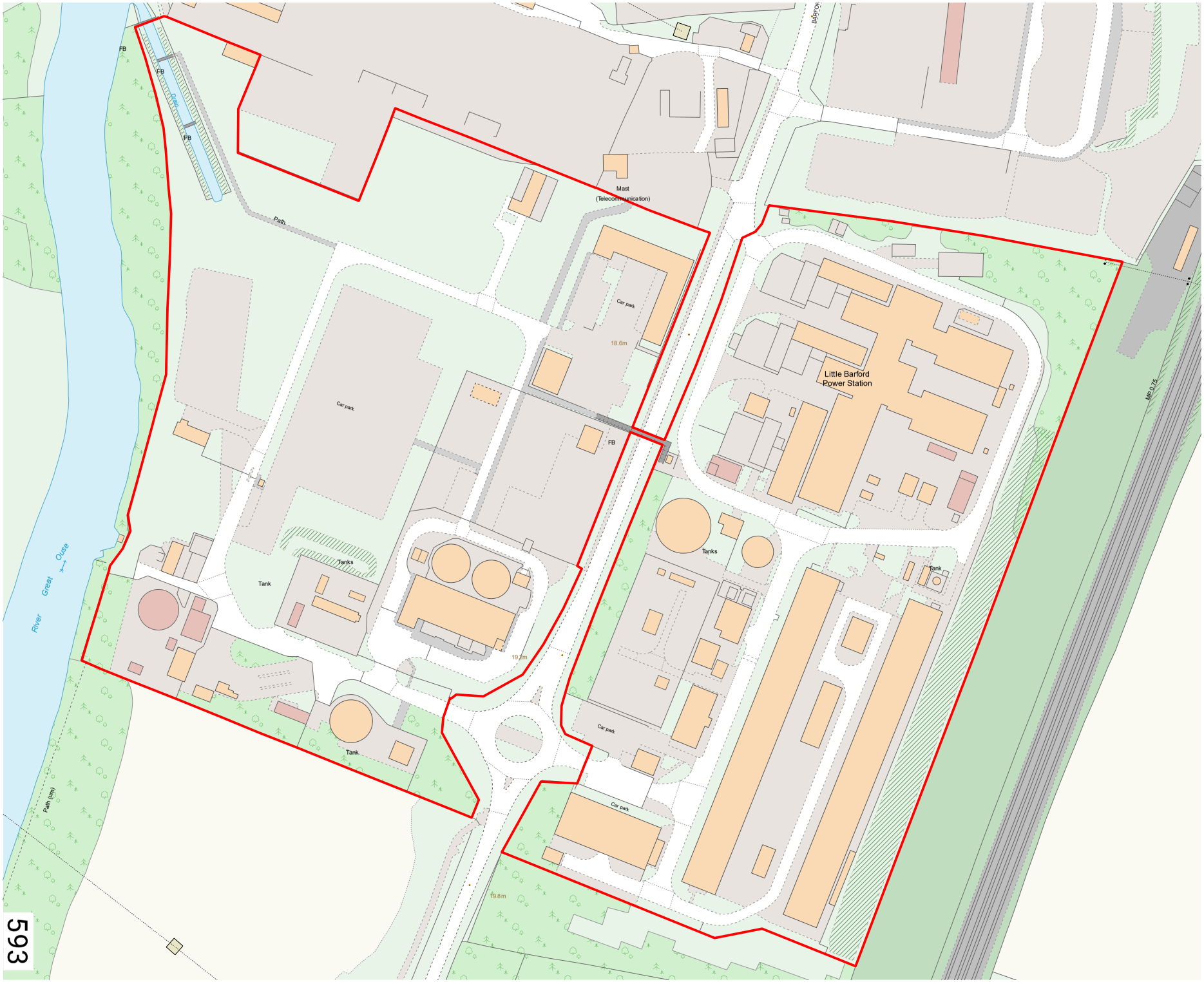
Status

FINAL

Drawing Number

RWE/LTLBR/PMS/0002/D

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.




N

0 10 20 30 40 50 Meters

**Key:**

Extent of injunction area (2485m)

| MJA | WM | 30/09/25 | WM | B |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:1,750 |

Site

LITTLE BARFORD POWER STATION

Title

PLAN 4

SITE SECURITY

EXTENT OF INJUNCTION AREA PLAN

Status

FINAL

Drawing Number

RWE/LTLBR/PMS/0003/B

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.

# HM Land Registry
# Application Enquiry

## Application Details

**Enquiry time:** 25 SEP 2025 at 18:35:03

---

**Dealing, 12 JUN 2025**

**Title Number:** BD214443

| | |
|---|---|
| HM Land Registry Reference | X911FXT |
| Application Type | Dealing |
| Priority Date | 12 Jun 2025 |
| Priority Time | 15:41:58 |
| Lodged By | GATELEY PLC<br><br>GATELEY<br>MINERVA HOUSE<br>29 EAST PARADE<br>LEEDS<br>LS1 5PS |
| Customer Reference | 144090.00261/KO |
| Application Received By | Portal |
| Application Progress | Received: Priority Protected |

HM Land Registry

# Official copy of register of title

Title number BD168495 | Edition date 15.05.2024

- This official copy shows the entries on the register of title on 25 SEP 2025 at 10:32:38.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 25 Sep 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Peterborough Office.

## A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

BEDFORD

1 (12.12.1991) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at Little Barford Power Station, Little Barford.

2 (12.12.1991) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 30 March 1990
Term : 999 years less 3 days from 30 March 1990
Rent : As therein mentioned
Parties : (1) Central Electricity Generating Board
(2) Eastern Electricity Board

3 (12.12.1991) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the lease.

4 (25.08.1992) By a Deed of Confirmation dated 2 November 1990 made between (1) The National Power Plc and (2) Eastern Electricity Plc the terms of the lease were expressed to be varied.

*NOTE: Copy filed.*

5 (05.01.1998) The filed plan has been amended as to the extent of the south eastern piece of land.

6 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

7 (15.05.2024) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

# B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

## Title good leasehold

1 (12.12.1991) PROPRIETOR: EASTERN POWER NETWORKS PLC (Co. Regn. No. 2366906) of Newington House, 237 Southwark Bridge Road, London SE1 6NP.

## End of register

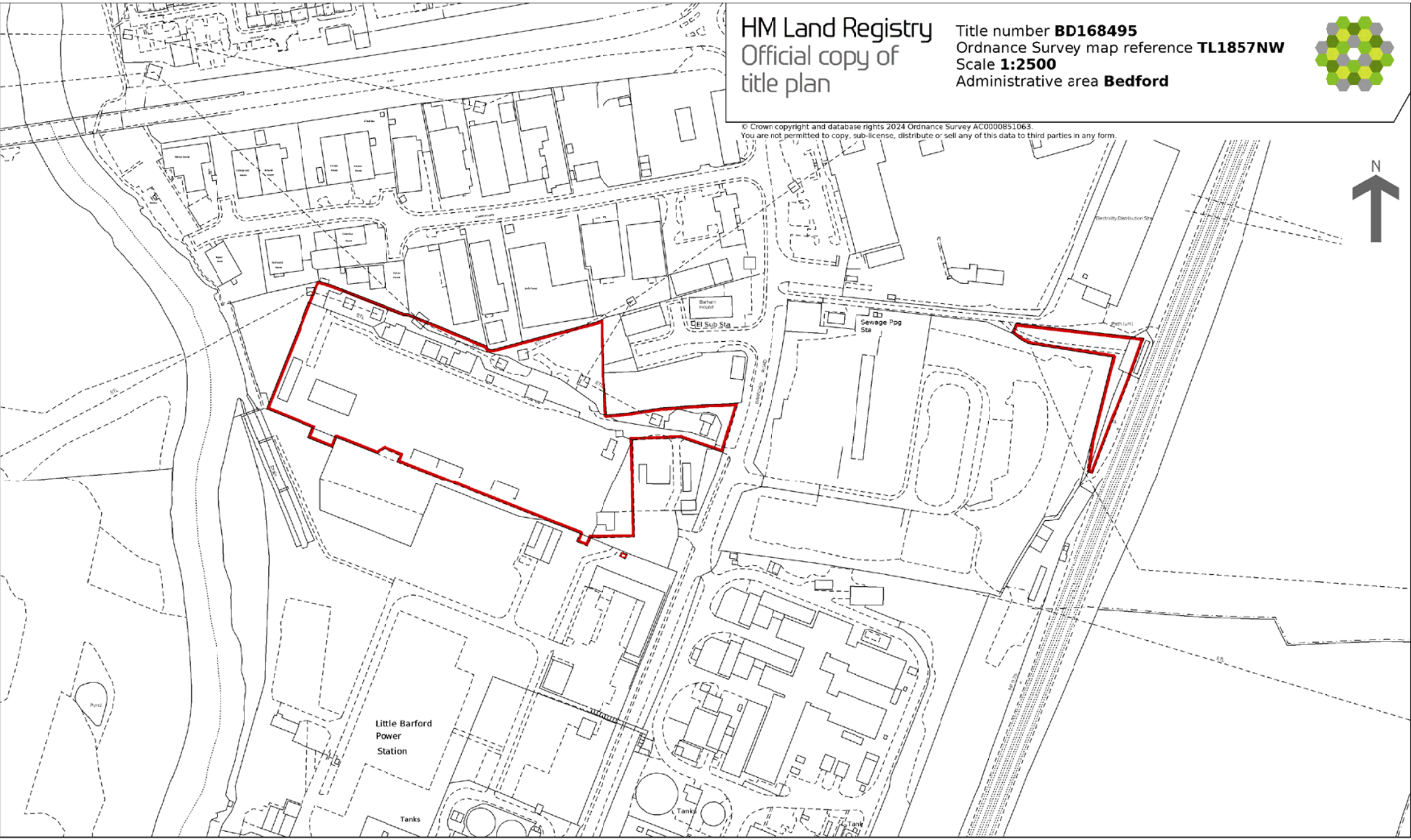
**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 25 September 2025 shows the state of this title plan on 25 September 2025 at 18:32:06. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by the HM Land Registry, Peterborough Office .






This official copy is incomplete without the preceding notes page.

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue.  We will not issue a paper official copy.

# Official copy of register of title

Title number NK166277 | Edition date 14.08.2015

- This official copy shows the entries on the register of title on 23 SEP 2025 at 19:01:44.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 23 Sep 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Kingston Upon Hull Office.

## A: Property Register

This register describes the land and estate comprised in the title.

NORFOLK : GREAT YARMOUTH

1 (03.10.1994) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land at South Denes Power Station, South Denes Road, Great Yarmouth.

2 (21.04.1995) A Deed dated 24 November 1954 made between (1) The Hartman Fibre Company Limited (2) The Mayor Aldermen and Burgesses of the County Borough of Great Yarmouth and (3) British Electricity Authority is expressed to grant rights as therein mentioned.

NOTE 1: No copy of the plan to the above deed was supplied on first registration

*NOTE 2: Copy filed.*

3 (05.09.2005) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

4 (05.09.2005) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered NK328087 in green on the title plan dated 22 July 2005 made between (1) Great Yarmouth Power Limited and (2) BP Properties Limited

*NOTE: Copy filed under NK328087.*

5 (14.08.2015) By a Deed dated 21 November 2012 made between (1) RWE Npower PLC amd (2) Chaldean Properties Limited the Transfer dated 22 July 2005 referred to above has been varied.

*NOTE: Copy filed.*

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

# B: Proprietorship Register continued

1 (07.09.2007) PROPRIETOR: RWE NPOWER PLC (Co. Regn. No. 3892782) of Windmill Hill Business Park, Whitehill Way, Swindon, SN5 6PB.

2 (07.09.2007) The price stated to have been paid on 17 July 2007 for the land in this title and other property was £1,700,000.

# C: Charges Register

## This register contains any charges and other matters that affect the land.

1 (03.10.1994) The land is subject to the following rights reserved by a Conveyance of the land in this title dated 10 February 1953 made between (1) Bloomfields Limited (Vendors) and (2) British Electricity Authority (Purchasers):-

"EXCEPT AND RESERVED unto the vendors and their successors in title in fee simple owner or owners for the time being of the land hatched black on the plan annexed hereto a full and free right of way in common with the Purchasers and their successors in title at all times and for all purposes to pass and repass with or without horses and other animals carts motor vehicles carriages and other vehicles of every description over and along the roadway coloured blue on the plan annexed hereto TO HOLD the same unto the Purchasers in fee simple

2. THE Purchasers for themselves and their successors in title owner or owners for the time being of the land hereby conveyed hereby covenant with the Vendors and their successors in title owner or owners for the time being of the land hatched black on the plan annexed hereto at all times after the date of these presents to keep the said roadway coloured blue on the plan annexed hereto in good repair and condition until the same shall have been taken over by the Local Authority and to save harmless and keep indemnified the Vendors and their successors in title from and against all cost charges and expenses incidental to the adoption of the said roadway by the Local Authority as a public highway

3. THE Vendors for themselves and their successors in title owner or owners for the time being of the land hatched black on the plan annexed hereto hereby covenant with the Purchasers or their successors in title owner or owners for the time being of the land hereby conveyed to pay to the Purchasers a proportionate part of the expense of keeping the said roadway in good repair and condition and of the expenses incidental to the adoption of the said roadway by the Local Authority such proportionate part to be calculated and apportioned so far as possible according to the respective degrees of user of such roadway by the Vendors or their successors in title and by the Purchasers or their successors in title PROVIDED that in the event of there being any disagreement between the parties as to the calculation and appportionment of the said expenses or any of them the matter in dispute shall be referred to the decision of an independent surveyor to be agreed between the parties or (failing such agreement) to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors and the decision of such surveyor shall be final and binding"

NOTE: The land coloured blue referred to is coloured blue on the plan to the Deed dated 4 October 1956 referred to below and the land hatched black referred to is coloured green on that plan.

2 (03.10.1994) The land is subject to the rights granted by a Deed dated 4 October 1956 made between (1) The Central Electricity Authority and (2) Bloomfields Limited.

*NOTE: Copy filed.*

3 (03.10.1994) The land is subject to the rights granted by a Deed dated 29 May 1961 made between (1) Central Electricity Generating Board and (2) The Great Yarmouth Waterworks Company.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed.*

# C: Charges Register continued

4 (03.10.1994) The land is subject to the rights granted by a Deed dated 14 January 1992 made between (1) Powergen Plc and (2) Mineral Industries Limited.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed.*

5 (24.08.2007) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

## Schedule of notices of leases

| | Registration date and plan ref. | Property description | Date of lease and term | Lessee's title |
|---|---|---|---|---|
| 1 | 24.08.2007 edged and numbered 1 in brown | substation site | 26.07.2007 99 years from 1 January 2005 | NK363229 |
| 2 | 24.08.2007 edged and numbered 2 and 3 in brown (part of) NOTE 1: The Lease contains also other land. | tunnel and access shaft | 26.07.2007 299 years from 1 January 1999 | NK363233 |

NOTE 2: As to the part numbered 2 in brown on the title plan only the airspace, surface subsoil and undersurface comprising a column 13 metres in diameter from 1 metre above the surface of the land (the upper limit) to a depth of 31 meters below the upper limit is included in the Lease.

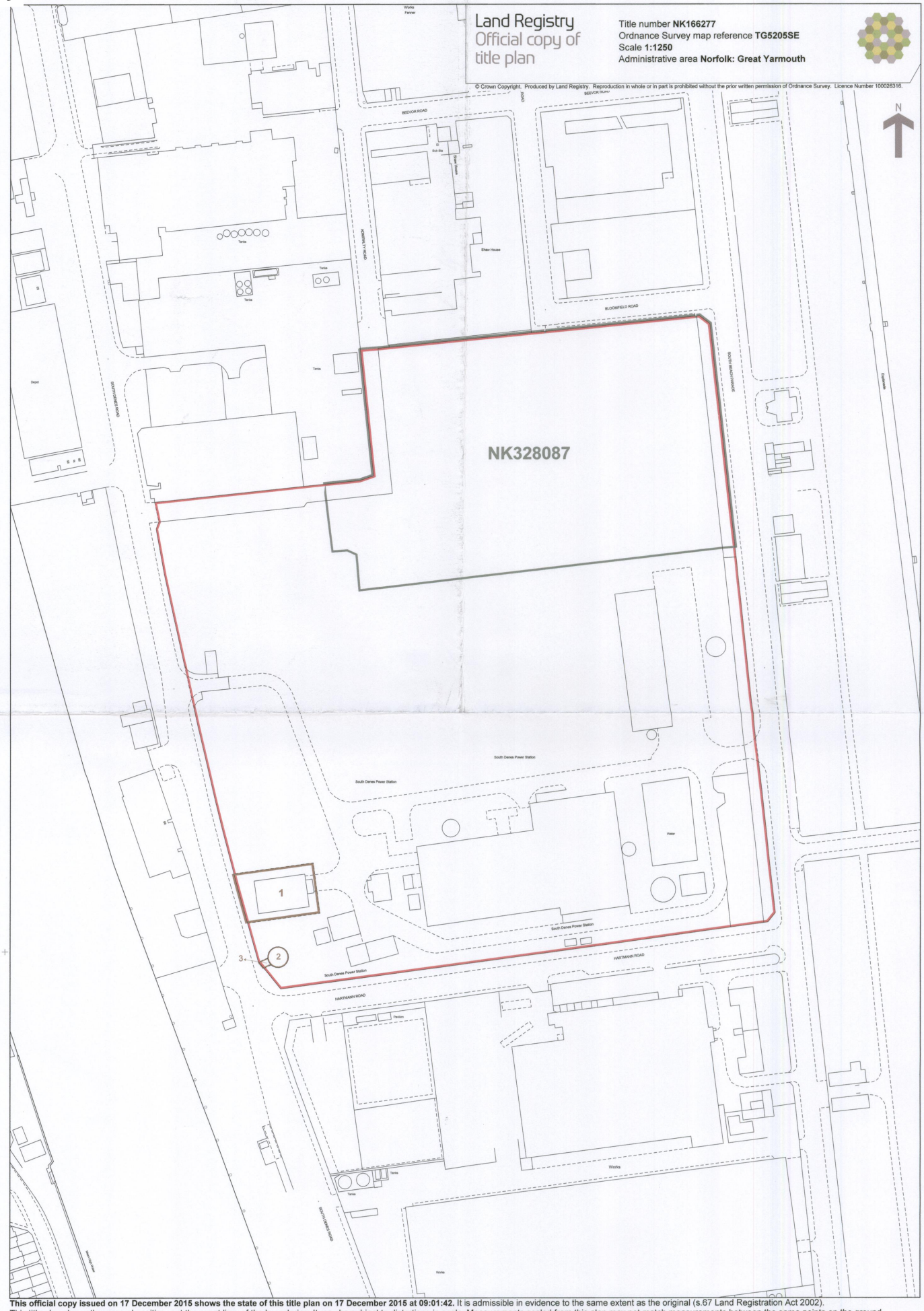
NOTE 3: As to the part numbered 3 in brown on the title plan only the strip of land 4 metres in width at a depth of 16 metres below Ordnance Survey Newlyn Datum (upper limit) extending to a depth of 9 metres below the upper limit is included in the Lease

## End of register

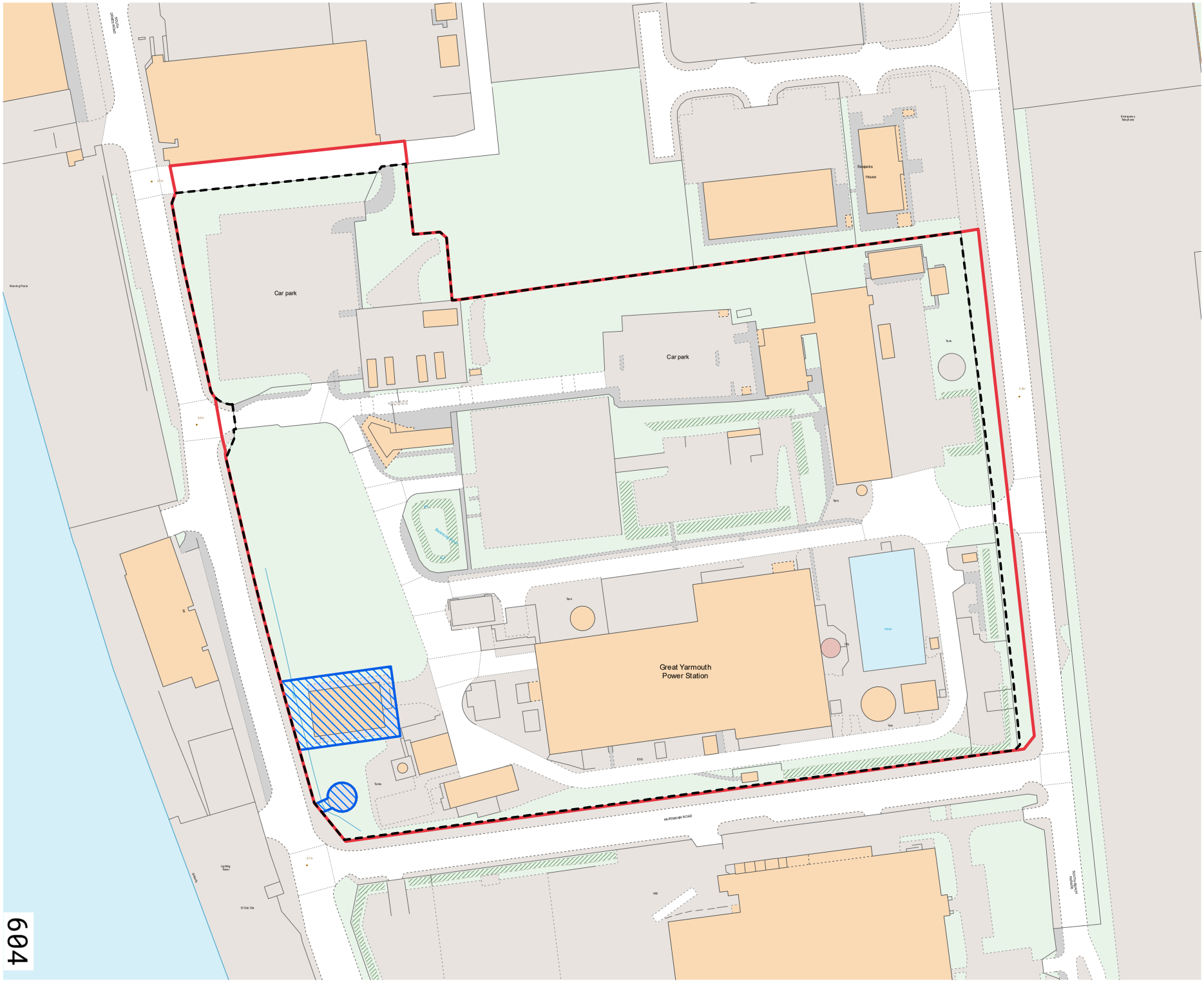
Land Registry
Official copy of title plan

Title number **NK166277**
Ordnance Survey map reference **TG5205SE**
Scale **1:1250**
Administrative area **Norfolk: Great Yarmouth**

© Crown Copyright. Produced by Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.




**This official copy issued on 17 December 2015 shows the state of this title plan on 17 December 2015 at 09:01:42.** It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
**This title is dealt with by Land Registry, Durham Office.**




N

0 10 20 30 40 50 Meters

**Key:**

- RWE ownership boundary (5.73ha)
- Leasehold boundaries (0.11ha)
- Main security boundary (1020m)

| MJA | WM | 30/09/25 | WM | B |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:1,250 |

Site

GREAT YARMOUTH POWER STATION

Title

PLAN 5A

SITE SECURITY

THE SITE PLAN

Status

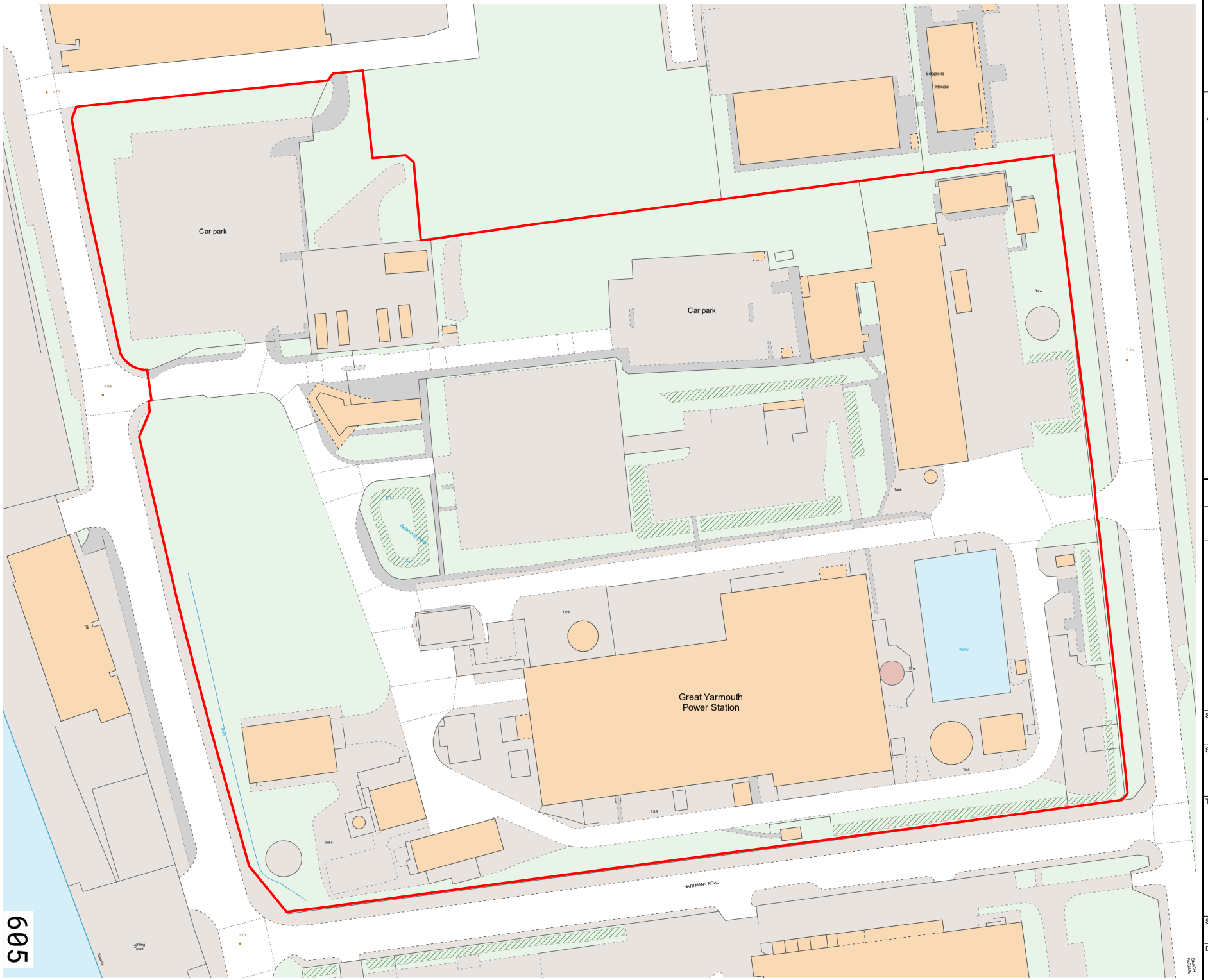
FINAL

Drawing Number

RWE/GTYRM/PMS/0003/B

604

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.




N

0 5 10 15 20 25
Meters

**Key:**

Extent of injunction area (1020m)

| MJA | WM | 30/09/25 | WM | B |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:1,000 |

Site

GREAT YARMOUTH POWER STATION

Title

PLAN 5

SITE SECURITY

EXTENT OF INJUNCTION AREA PLAN

Status

FINAL

Drawing Number

RWE/GTYRM/PMS/0004/B

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue.  We will not issue a paper official copy.

# Official copy of register of title

Title number NK363229 | Edition date 22.12.2010

- This official copy shows the entries on the register of title on 24 SEP 2025 at 14:15:23.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 24 Sep 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Kingston Upon Hull Office.

## A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

NORFOLK : GREAT YARMOUTH

1 (24.08.2007) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Substation, South Denes Road, Great Yarmouth.

2 (24.08.2007) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 26 July 2007
Term : 99 years from 1 January 2005
Parties : (1) Great Yarmouth Power Limited
(2) EDF Energy Networks (EPN) Plc

3 (24.08.2007) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.

4 (24.08.2007) The title includes any legal easements granted by the registered lease but is subject to any rights that are granted or reserved by the said lease and affect the registered land.

5 (24.08.2007) The landlord's title is registered.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

1 (24.08.2007) PROPRIETOR: EASTERN POWER NETWORKS PLC (Co. Regn. No. 2366906) of Newington House, 237 Southwark Bridge Road, London SE1 6NP.

End of register

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue.  We will not issue a paper official copy.

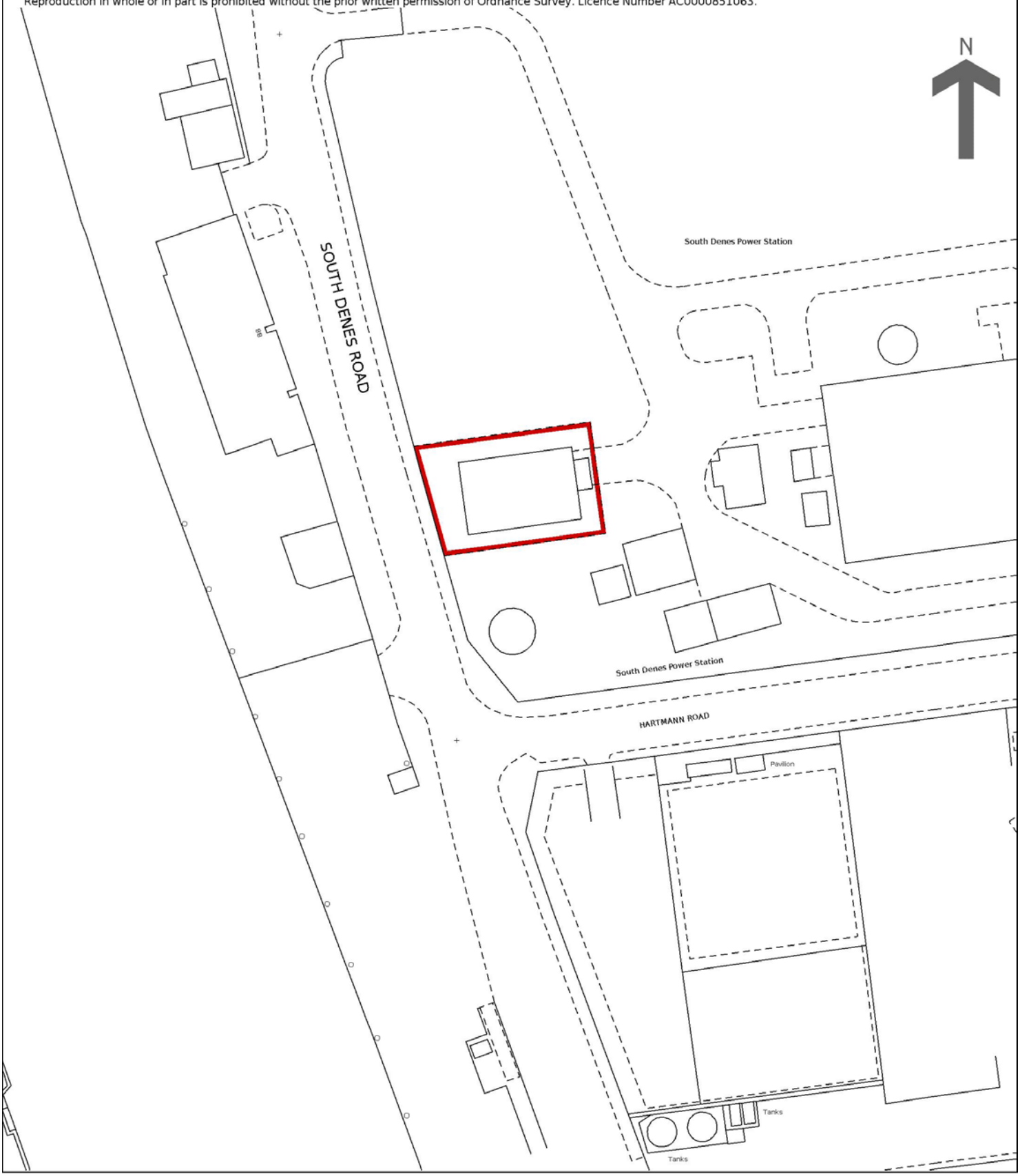
This official copy was delivered electronically and when printed will not be to scale.  You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 24 September 2025 shows the state of this title plan on 24 September 2025 at 14:15:23. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by the HM Land Registry, Kingston Upon Hull Office .

# HM Land Registry
## Official copy of title plan

Title number **NK363229**
Ordnance Survey map reference **TG5204NE**
Scale **1:1250**
Administrative area **Norfolk : Great Yarmouth**

©Crown Copyright. Produced by HM Land Registry.
Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number AC0000851063.






This official copy is incomplete without the preceding notes page.

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue.  We will not issue a paper official copy.

# Official copy of register of title

Title number NK363233 | Edition date 22.12.2010

- This official copy shows the entries on the register of title on 24 SEP 2025 at 14:16:49.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 24 Sep 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Kingston Upon Hull Office.

## A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

NORFOLK : GREAT YARMOUTH

1 (24.08.2007) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being tunnel and access shaft on the east side of South Denes Road, Great Yarmouth.

NOTE 1: As to the part numbered 1 in blue on the title plan only the strip of land 4 meters in width at a depth of 16 metres below Ordnance Survey Newlyn Datum (upper limit) extending to a depth of 9 metres below the upper limit is included in the title.

NOTE 2: As to the part numbered 2 in blue on the title plan only the airspace, surface subsoil and undersurface comprising a colunm 13 metres in diameter from 1 metre above the surface of the land (the upper limit) to a depth of 31 metres below the upper limit is included in the title.

2 (24.08.2007) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 26 July 2007
Term : 299 years from 1 January 1999
Parties : (1) Great Yarmouth Power Limited
(2) EDF Energy Networks (EPN) Plc
NOTE: The Lease contains also other land

3 (24.08.2007) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.

4 (24.08.2007) The title includes any legal easements granted by the registered lease.

5 (24.08.2007) The landlord's title is registered.

# B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

## Title absolute

1 (24.08.2007) PROPRIETOR: EASTERN POWER NETWORKS PLC (Co. Regn. No. 2366906) of Newington House, 237 Southwark Bridge Road, London SE1 6NP.

## End of register

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue.  We will not issue a paper official copy.

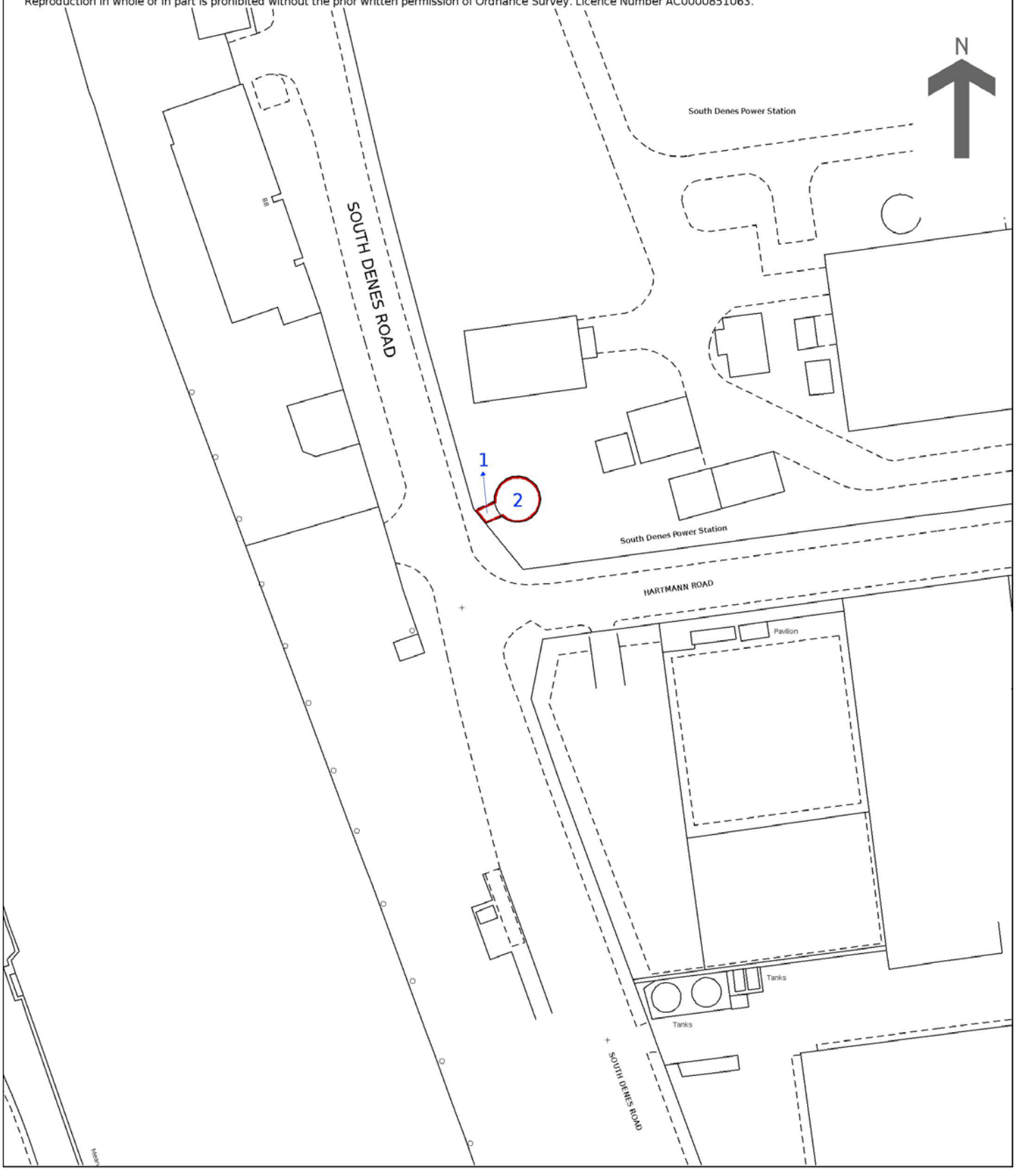
This official copy was delivered electronically and when printed will not be to scale.  You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 24 September 2025 shows the state of this title plan on 24 September 2025 at 14:16:49. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by the HM Land Registry, Kingston Upon Hull Office .

# HM Land Registry
## Official copy of title plan

Title number **NK363233**
Ordnance Survey map reference **TG5204NE**
Scale **1:1250**
Administrative area **Norfolk : Great Yarmouth**

©Crown Copyright. Produced by HM Land Registry.
Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number AC0000851063.






This official copy is incomplete without the preceding notes page.

# Official copy of register of title

Title number NK108157 | Edition date 09.10.2020

- This official copy shows the entries on the register of title on 23 SEP 2025 at 19:18:18.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 23 Sep 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Kingston Upon Hull Office.

## A: Property Register

This register describes the land and estate comprised in the title.

NORFOLK : KING'S LYNN AND WEST NORFOLK

1 (28.09.1989) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land at Willows Business Park, King's Lynn.

2 The land has the benefit of the following rights reserved by a Conveyance of the land in this title and other land dated 7 October 1954 made between (1) Aubrey Boardman Cave (Vendor) and (2) The Great Ouse River Board (Board):-

EXCEPT AND RESERVING unto the Vendor or other the owner or owners for the time being of the property adjoining the property hereby conveyed and all persons authorised by him or them full and free right and liberty (but in common with the Board and their successors in title and all persons authorised by them) at all times hereafter and for all purposes and with or without horses carts carriages motor cars and other vehicles to go pass and re-pass over and along the roadway on Ordnance Number 16 in the parish of Wiggenhall Saint Mary the Virgin aforesaid between the point marked "C-D" on the said plan.

NOTE: Points C and D referred to are reproduced on the filed plan.

3 (07.08.1991) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 18 July 1991 referred to in the Charges Register.

4 (07.08.1991) The Transfer dated 18 July 1991 referred to in the Charges Register contains provisions as to light or air and boundary structures.

5 (16.07.1998) By a Deed of Release and Variation dated 26 May 1995 made between (1) Broadland Properties Limited and (2) Anglian Power Generators Limited the right of entry reserved by clause (3) of the Second Schedule to the Transfer dated 18 July 1991 referred to in the Charges Register was released. The Deed also released the Transferor from certain covenants as therein mentioned.

*NOTE: Original filed.*

6 (16.07.1998) The land has the benefit of the following rights reserved by the Transfer dated 15 July 1998 referred to in the Charges

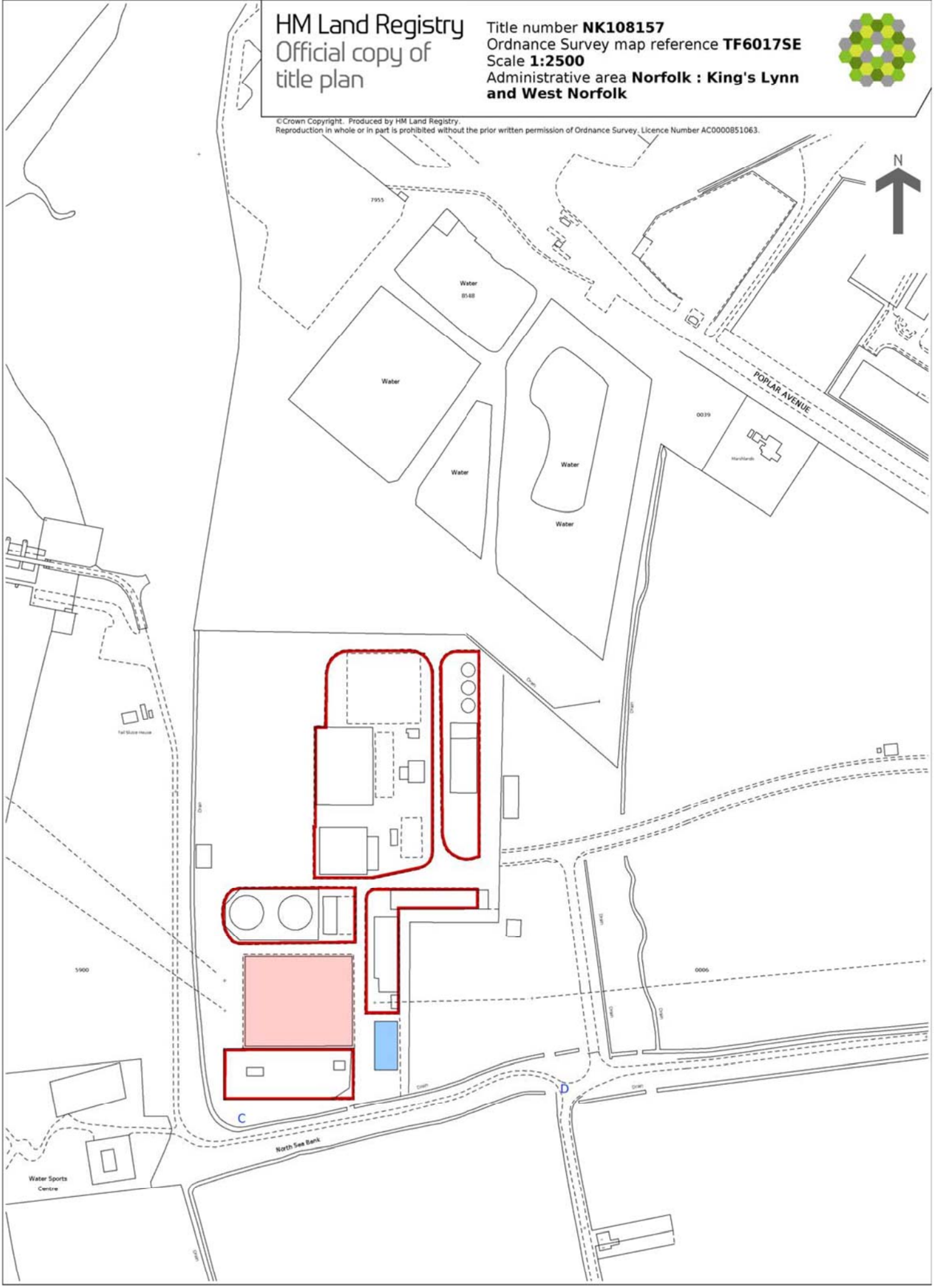
**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 23 September 2025 shows the state of this title plan on 23 September 2025 at 19:18:18. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by the HM Land Registry, Kingston Upon Hull Office .






This official copy is incomplete without the preceding notes page.

# Official copy of register of title

Title number NK271060 | Edition date 09.10.2020

- This official copy shows the entries on the register of title on 23 SEP 2025 at 19:20:54.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 23 Sep 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Kingston Upon Hull Office.

## A: Property Register

This register describes the land and estate comprised in the title.

NORFOLK : KING'S LYNN AND WEST NORFOLK

1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the South side of Poplar Avenue, South Lynn.

NOTE: The land tinted green and hatched green on the filed plan is not included in the title.

2 The land has the benefit of the following rights reserved by a Conveyance of the land in this title and other land dated 7 October 1954 made between (1) Aubrey Boardman Cave (Vendor) and (2) The Great Ouse River Board (Board):-

EXCEPT AND RESERVING unto the Vendor or other the owner or owners for the time being of the property adjoining the property hereby conveyed and all persons authorised by him or them full and free right and liberty (but in common with the Board and their successors in title and all persons authorised by them) at all times hereafter and for all purposes and with or without horses carts carriages motor cars and other vehicles to go pass and re-pass over and along the roadway on Ordnance Number 16 in the parish of Wiggenhall Saint Mary the Virgin aforesaid between the point marked "C-D" on the said plan.

NOTE: Points C and D referred to are reproduced in blue on the filed plan.

3 (07.08.1991) The land tinted yellow on the filed plan has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 18 July 1991 referred to in the Charges Register.

4 (07.08.1991) The Transfer dated 18 July 1991 referred to in the Charges Register contains provisions as to light or air and boundary structures.

5 (19.09.1995) The land tinted blue on the filed plan has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 26 May 1995 referred to in the Charges Register.

6 (16.07.1998) By a Deed of Release and Variation dated 26 May 1995 made between (1) Broadland Properties Limited and (2) Anglian Power Generators Limited the right of entry reserved by clause (3) of the

# A: Property Register continued

Second Schedule to the Transfer dated 18 July 1991 referred to above was released in the following terms:-

"Broadland hereby release the Red Land from the Exception and Reservation contained in Clause (3) of the Second Schedule to the extent that the same may cease and be extinguished"

7 (16.07.1998) The land has the benefit of the following rights reserved by the Transfer dated 15 July 1998 referred to in the Charges Register:-

"subject to the rights set out in Part II of the First Schedule

THE FIRST SCHEDULE hereinbefore referred to

Part II

Exceptions and Reservations

To the Transferor its successors in title tenants and occupiers of the Retained Land the following rights in on under over or through the Sites:

1. The right to connect to and use all Conduits now or within the period of 80 years from the date hereof serving the Retained Land and running under or across the Sites

2. The right to place and maintain on the Sites such plant and apparatus as the Transferor may reasonably require for the transmission of electricity into the distribution system

3.1 Subject to paragraph 3.4 full right and liberty to enter upon and through any part of the Sites upon which any of the Transferor's plant and/or apparatus are or are to be situated pursuant to paragraph 2 for the purposes of installation maintenance inspection removal operation modification or repair of any such plant and/or apparatus provided that access to modify any plant and/or apparatus shall require the giving of at least two weeks' prior written notice to the Company

3.2 Access shall be afforded to any person including third party contractors reasonably nominated from time to time by the Transferor. To the extent (if any) that any particular authorisation or clearance may be required to be given by any security or other similar department of the Company the same shall be given within a reasonable time from the date of the request taking into account the Company's established procedures for issuing such authorisation or clearance therefor save in the case of emergency in which case it shall be given without delay

3.3 Rights of access under this paragraph 3 shall include the right to bring on to the Sites such vehicles plant machinery and construction materials as shall be reasonably necessary to carry out the functions envisaged by paragraph 3.1

3.4 The exercise from time to time of all rights of access under this paragraph 3 shall be subject to the following conditions:

(a) any individuals to whom access is given shall comply with all reasonable directions given by the Company and its duly authorised employees and agents;

(b) except in the case of an emergency compliance with the arrangements being made as necessary from time to time between the local managers or their authorised representatives at the relevant premises as to the exercise of such rights of access including (without limitation)

(i) the identification of the Electric Lines and/or associated equipment in question

(ii) the particular access routes applicable to the premises in question having particular regard for the weight and size limits on those routes

# A: Property Register continued

(iii) any limitations on times of access

(iv) any requirements as to prior notification and as to authorisation or security clearance of individuals exercising such rights of access and procedures for obtaining the same

(v) the means of communication to staff of local management and safety instructions applicable to such premises

3.5 The Transferor shall in the exercise of any rights of access hereunder take all reasonable steps to:

(a) avoid or minimise damage to the site or any other property thereon or therein and

(b) cause as little disturbance and inconvenience as possible to the Company or other occupiers of the site

and shall promptly make good any damage caused to the site in the course of the exercise of such rights

3.6 The Transferor shall indemnify the Company against all actions claims proceedings costs and demands arising out of such exercise

3.7 All rights exercisable pursuant to this paragraph shall be free of any charge or payment of any kind save for the payment of standby charges where standby charges where standby arrangements are required to meet the safety requirements of the Company

4. Such rights of support and overhang and for footings as now are or are intended to be used or exercised together with such ancillary rights as may be necessary for the exercise and enjoyment of such rights"

8 (22.11.2001) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 19 October 2001 referred to in the Charges Register.

9 (11.09.2017) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

10 (11.09.2017) The land has the benefit of any legal easements reserved by the Transfer dated 10 August 2017 referred to in the Charges Register.

# B: Proprietorship Register

## This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

## Title absolute

1 (09.10.2020) PROPRIETOR: RWE Generation UK PLC (Co. Regn. No. 3892782) of Trigonos, Windmill Hill Business Park, Whitehill Way, Swindon SN5 6PB.

2 (11.09.2017) RESTRICTION: No transfer of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by EP UK Power Development LTD (Co. Regn. No. 10808313) of Berger House, 36-38 Berkeley Square, London W1J 5AE or their conveyancer that the provisions of clause 6.1 and 6.2 of the Transfer dated 10 August 2017 referred to in the Charges Register have been complied with or that they do not apply to the disposition.

3 (09.10.2020) The price stated to have been paid on 1 September 2020 for the land in this title and in NK108157 and NK179395 was £2,304,410.

4 (09.10.2020) The Transfer to the proprietor contains a covenant to observe and perform the covenants in the Property and Charges registers

# B: Proprietorship Register continued

and of indemnity in respect thereof.

# C: Charges Register

## This register contains any charges and other matters that affect the land.

1 The land is subject to the rights granted by a Deed dated 18 July 1989 made between (1) County Properties Limited and (2) The Eastern Electricity Board. The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under NK83128.*

2 (07.08.1991) A Transfer of the land tinted yellow on the filed plan and other land dated 18 July 1991 made between (1) Broadland Properties Limited and (2) Eastern Generation Limited contains restrictive covenants.

*NOTE: Original filed under NK108157.*

3 By a Deed dated 25 July 1994 made between (1) Broadland Properties Limited and (2) Eastern Electricity PLC the rights contained in the Deed dated 18 July 1989 were varied as therein mentioned.

*NOTE: Original filed under NK83128.*

4 (19.09.1995) A Transfer of the land tinted blue on the filed plan and other land dated 26 May 1995 made between (1) Broadland Properties Limited and (2) Anglian Power Generators Limited contains restrictive covenants.

*NOTE: Original filed under NK179395.*

5 (16.07.1998) By a Deed of Variation dated 15 July 1998 made between (1) Anglian Power Generators Limited and (2) Eastern Electricity PLC the rights reserved by the Deed of Grant dated 18 July 1989 referred to above were varied as therein mentioned.

*NOTE: Original filed under NK108157.*

6 (16.07.1998) A Transfer of the land hatched green on the filed plan dated 15 July 1998 made between (1) Anglian Power Generators Limited and (2) Eastern Electricity PLC contains the following covenants by the Transferor:-

"THE Transferor hereby covenants with the Company that the Transferor and those deriving title under the Transferor will at all times hereafter observe and perform the stipulations set out in the Second Schedule

THE SECOND SCHEDULE hereinbefore referred to

covenants on the part of the Transferor

(a) to indemnify the Company from and against all costs claims or expenses in respect of the making up and maintenance of the estate road shown coloured brown on the Plan including all charges and assessments imposed by the local or other authorities in respect of the execution thereon of any private street works (as defined in Section 203 of The Highways Act 1980) until such time as the said road shall be adopted by the Local Highway Authority as a highway maintainable at the public expense

(b) not to erect or place any part of any building structure or other erection or plant or materials in such proximity to any overhead Electric Lines erected in accordance with paragraph 2 of Part I of the First Schedule hereto as to cause damage to the same or anyone working thereon

(c) not to erect or place any part of any building structure or other erection or plant or materials on over or within 1 metre on either side of the route of any underground Electric Lines laid in accordance with

# C: Charges Register continued

paragraph 2 of Part I of the First Schedule hereto save with the prior consent of the Company (such consent not to be unreasonably withheld or delayed)

(d) not to do or cause or permit to be done on any part of the Retained Land under which any underground Electric Lines may be situated anything calculated or likely to cause damage or injury to the said underground Electric Lines and to take all reasonable precautions to prevent such damage or injury"

*NOTE: Copy plan filed under NK108157.*

7 (16.07.1998) The land is subject to the following rights granted by the Transfer dated 15 July 1998 referred to above:-

"together with the rights set out in Part I of the First Schedule hereto

THE FIRST SCHEDULE hereinbefore referred to

PART I

Rights granted to the Company

In common with the Transferor and all other persons entitled to similar rights the following rights for the benefit of the Company its successors in title tenants and occupiers of the Sites in on over under or through the Retained Land:

1. To connect to and use all sewers drains pipes wires ducts gutters fibres and any other medium for the passage or transmission of soil water gas electricity smoke light information or other matters including where relevant ancillary equipment and structure ("Conduits") (but excluding any electric lines as defined by Section 64 of the Electricity Act 1989 ("Electric Lines") and associated equipment laid pursuant to paragraph 2 below) now or within the period of 80 years from the date hereof forming part of the Retained Land

2. To erect lay maintain inspect renew use alter or remove Electric Lines together with associated equipment upon under or over the Retained Land in approximately the positions shown by blue lines on the Plan

3.3.1 Subject to paragraph 3.4 full right and liberty to enter upon and through any part of the Retained Land under, upon or over which any of the Electric Lines and/or associated equipment are or are to be situated pursuant to paragraph 2 for the purposes of installation maintenance inspection removal operation modification or repair of any Electric Lines and/or associated equipment provided that access to modify any Electric Lines and/or associated equipment shall require the giving of at least two weeks' prior written notice to the Transferor except in the case of emergency when no notice shall be required

3.2 Access shall be afforded to any person including third party contractors reasonably nominated from time to time by the Company. To the extent (if any) that any particular authorisation or clearances may be required to be given by any security or other similar department of the Transferor the same shall be given within a reasonable time from the date of the request taking into account the Transferor's established procedures for issuing such authorisation or clearance therefor save in the case of emergency in which case it shall be given without delay

3.3 Rights of access under this paragraph 3 shall include the right to bring on to the Retained Land such vehicles plant machinery and construction materials as shall be reasonably necessary to carry out the functions envisaged by paragraph 3.1

3.4 The exercise from time to time of all rights of access under this paragraph 3 shall be subject to the following conditions:

(a) any individuals to whom access is given shall comply with all reasonable directions given by the Transferor and its duly authorised

# C: Charges Register continued

employees and agents;

(b) except in the case of an emergency compliance with the arrangements being made as necessary from time to time between the local managers or their authorised representatives at the relevant premises as to the exercise of such rights of access including (without limitation)

(i) the identification of the Electric Lines and/or associated equipment in question

(ii) the particular access routes applicable to the premises in question having particular regard for the weight and size limits on those routes

(iii) any limitations on times of access

(iv) any requirements as to prior notification and as to authorisation or security clearance of individuals exercising such rights of access and procedures for obtaining the same

(v) the means of communication to staff of local management and safety instructions applicable to such premises

3.5 The Company shall in the exercise of any rights hereunder take all reasonable steps to:

(a) avoid or minimise damage to the Retained Land or any other property thereon or therein; and

(b) cause as little disturbance and inconvenience as possible to the Transferor or other occupier of the Retained Land

and shall promptly make good any damage caused to the Retained Land in the course of the exercise of such rights

3.6 The Company shall indemnify the Transferor against all actions claims proceedings costs and demands arising out of the exercise of any rights of access hereunder

3.7 All rights exercisable pursuant to this paragraph 3 shall be free of any charge or payment of any kind save for the payment of standby charges where standby arrangements are required to meet safety requirements of the Transferor

4. A right of way at all times over and along the roadways and pathways coloured brown on the Plan or any other road substituted therefor for the purpose of gaining access to and egress from the Sites

5. Such rights of support and overhang for footings as now are or are intended to be used or exercised together with such ancillary rights as may be necessary for the exercise and enjoyment of such rights"

8 (22.11.2001) A Transfer of the land in this title dated 19 October 2001 made between (1) Anglian Power Generators Limited and (2) Centrica KL Limited contains restrictive covenants.

*NOTE: Original filed.*

9 (22.10.2010) The land is subject to the rights granted by a Deed dated 19 October 2010 made between (1) Centrica Leasing (KL) Limited and Centrica KL Limited and (2) EDF Energy Networks (EPN) plc.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under NK369950.*

10 (14.10.2011) The land is subject to the rights granted by a Deed dated 13 October 2011 made between (1) Centrica Leasing (KL) Limited (2) Centrica (KL) Limited and (3) Eastern Power Networks Plc .

The said Deed also contains restrictive covenants by the grantor.

# C: Charges Register continued

*NOTE: Copy filed.*

11 (11.09.2017) The land is subject to any rights that are granted by a Transfer of the land edged and numbered NK472213 in green on the title plan and other land dated 10 August 2017 made between (1) GB Gas Holdings Limited (2) Energeticky A Prumyslovy Holding, AS and (3) EP UK Power Development Ltd and affect the registered land.
The said Deed also contains restrictive covenants by the transferor.

*NOTE: Copy filed under NK472213.*

12 (11.09.2017) UNILATERAL NOTICE in respect of an Interface Agreement dated 10 August 2017 and is made between (1) GB Gas Holdings Limited, (2) Centrica KL Limited, (3) EP UK Power Development Ltd and (4) Energeticky A Prumyslovy Holding, AS.

13 (11.09.2017) BENEFICIARY: EP UK Power Development Ltd (Co. Regn. No. 10808313) of Berger House, 36-38 Berkeley Square, London W1J 5AE.

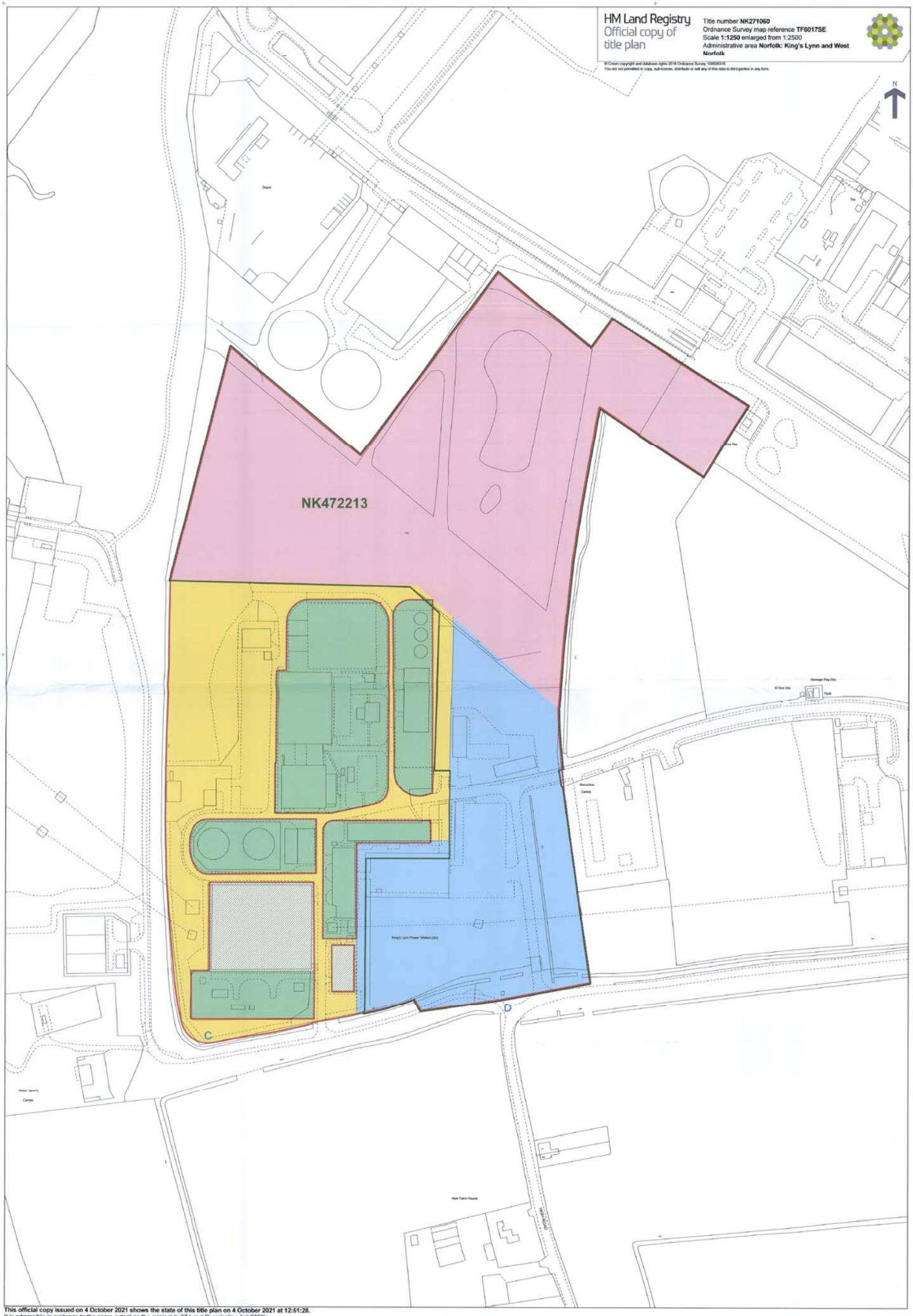
14 (22.02.2018) The land is subject to the easements granted by a lease of land on the south side of Poplar Avenue dated 10 August 2017 made between (1) EP UK Power Developments Ltd and (2) Central KL Limited for a term of years from and including 10 August 2017 to and including 30 June 2019.

*NOTE: No copy of the Lease referred to is held by HM Land Registry.*

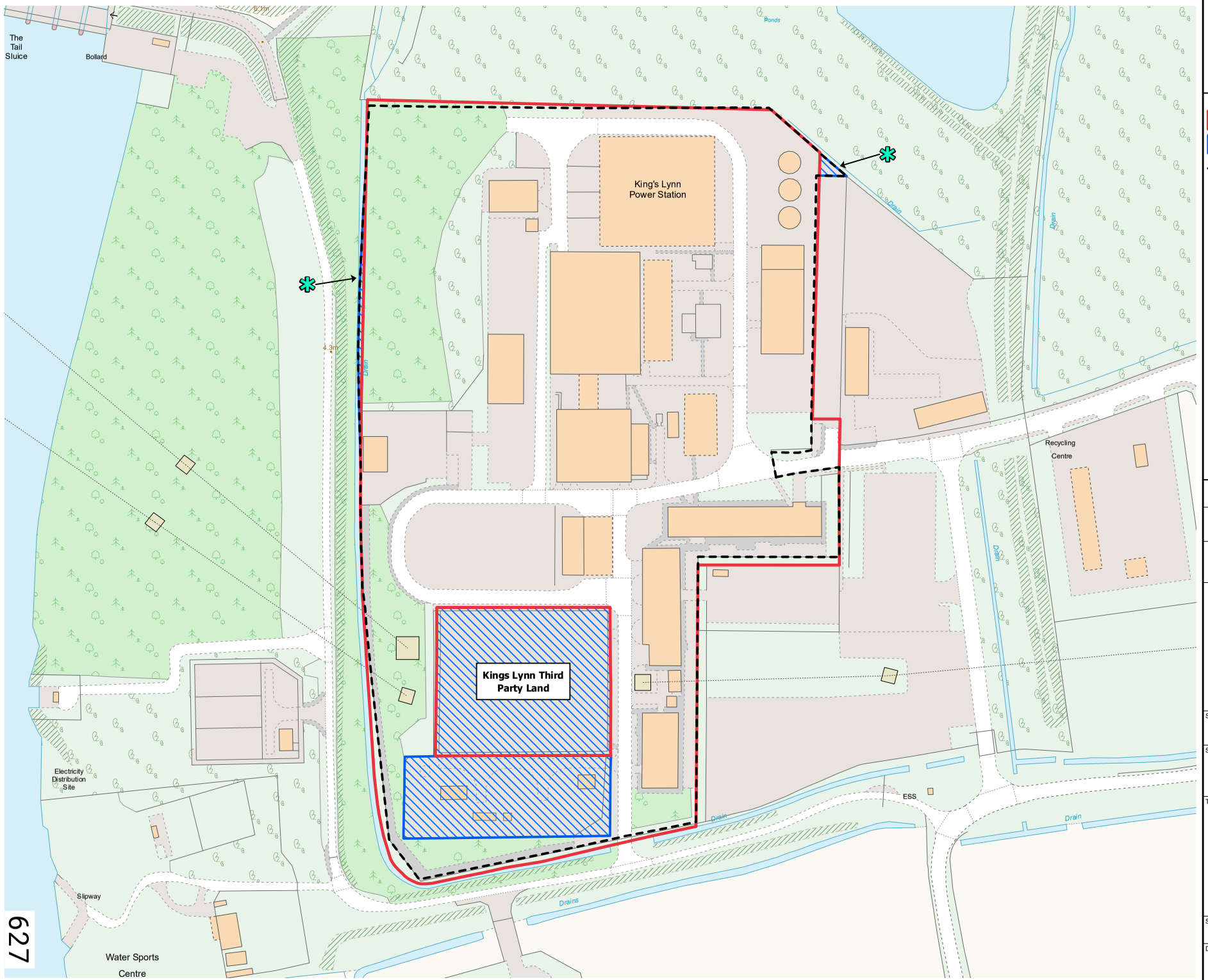
15 (30.01.2019) By a Deed dated 14 January 2019 made between (1) GB Gas Holdings Limited (2) EP UK Power Development Limited (3) Norfolk County Council (4) Borough Council Of Kings Lynn And West Norfolk and (5) Centrica KL Limited the covenants contained in the Transfer dated 18 July 1991 referred to above were expressed to be released.

*NOTE: Copy filed under NK108157.*

# End of register




This official copy issued on 4 October 2021 shows the state of this title plan on 4 October 2021 at 12:51:28.
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by HM Land Registry, Durham Office.




N

0 10 20 30 40 50 Meters

**Key:**

- RWE ownership boundary (5.39ha)
- Third Party Areas
- Main security boundary (1097m)
- Location of Indeterminate Ownership Land

| MJA | WM | 30/09/25 | WM | E |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:1,500 |

Site

KINGS LYNN POWER STATION

Title

PLAN 6A

SITE SECURITY

THE SITE PLAN

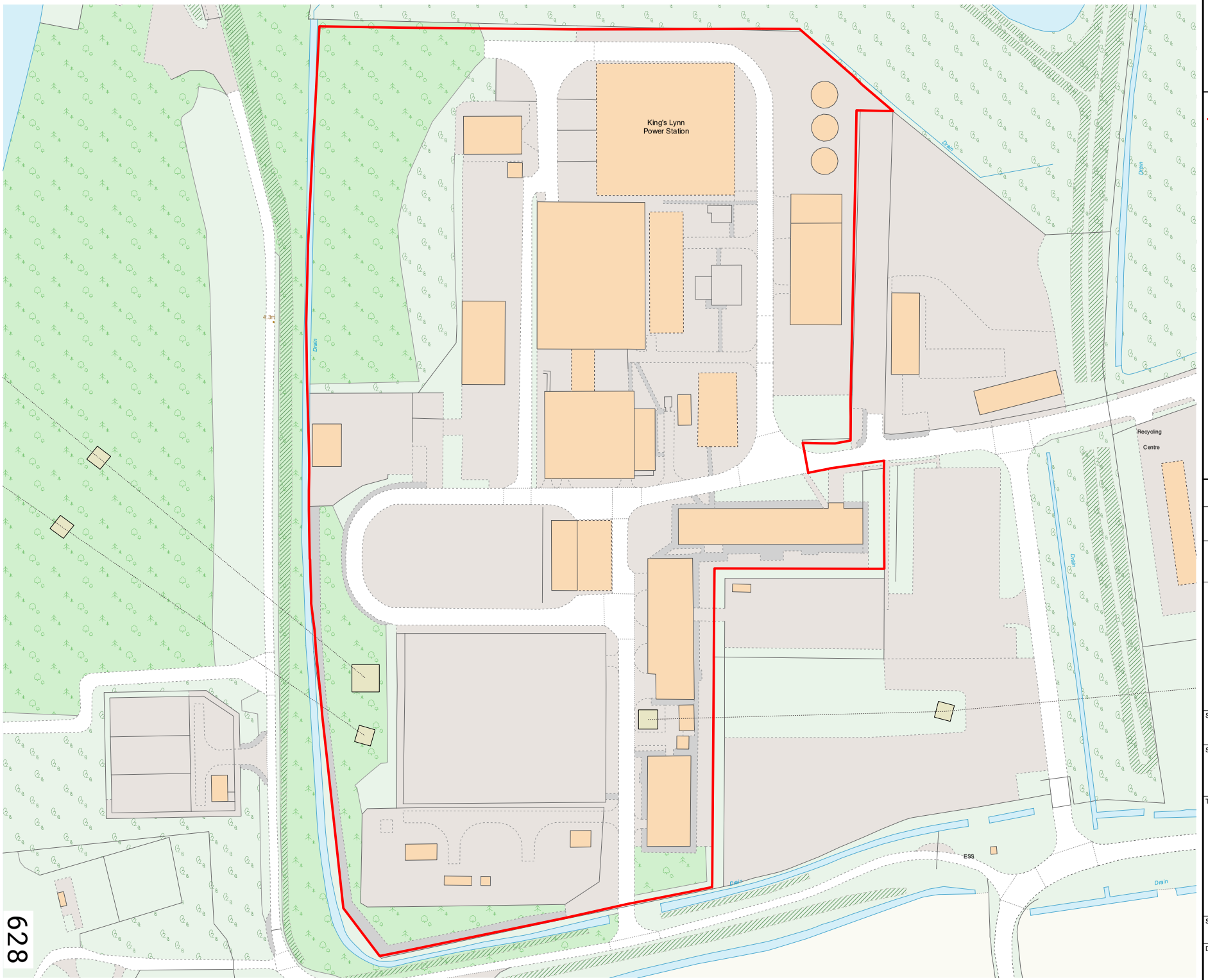
Status

FINAL

Drawing Number

RWE/KNGLY/PMS/0002/E

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.




628

N

0 10 20 30 40 50 Meters

**Key:**

Extent of injunction area (1097m)

| MJA | WM | 30/09/25 | WM | B |
|---|---|---|---|---|
| Drawn | Checked | Date | Approved | Rev. |

THE PERSON NAMED IN THE "APPROVED BY" BOX HOLDS RESPONSIBILITY FOR THE TECHNICAL CONTENT OF THIS DRAWING AND SHOULD BE CONSULTED PRIOR TO REQUESTING MODIFICATION.

O.S.Data reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2025. All rights reserved. Ordnance Survey Licence no. AC0000808122.

RWE RWE Generation UK plc

Geospatial Graphics
RWE Generation UK plc
Windmill Hill Business Park
Swindon
SN5 6PB
01793 877777

| Size of original | Scale of original |
|---|---|
| A3 | 1:1,250 |

Site

KINGS LYNN POWER STATION

Title

PLAN 6

SITE SECURITY

EXTENT OF INJUNCTION AREA PLAN

Status

FINAL

Drawing Number

RWE/KNGLY/PMS/0003/B

© RWE Generation UK PLC. 2025. No part of this drawing may be reproduced without prior permission.

# Official copy of register of title

Title number NK218673 | Edition date 22.12.2010

- This official copy shows the entries on the register of title on 25 SEP 2025 at 10:52:01.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 25 Sep 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Kingston Upon Hull Office.

## A: Property Register

This register describes the land and estate comprised in the title.

NORFOLK : KING'S LYNN AND WEST NORFOLK

1 (28.09.1989) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land to the North of North Sea Bank, Willows Business Park, King's Lynn.

2 (28.09.1989) The land has the benefit of the following rights reserved by a Conveyance of the land in this title and other land dated 7 October 1954 made between (1) Aubrey Boardman Cave (Vendor) and (2) The Great Ouse River Board (Board):-

EXCEPT AND RESERVING unto the Vendor or other the owner or owners for the time being of the property adjoining the property hereby conveyed and all persons authorised by him or them full and free right and liberty (but in common with the Board and their successors in title and all persons authorised by them) at all times hereafter and for all purposes and with or without horses carts carriages motor cars and other vehicles to go pass and re-pass over and along the roadway on Ordnance Number 16 in the parish of Wiggenhall Saint Mary the Virgin aforesaid between the point marked "C-D" on the said plan.

NOTE: Points C and D referred to are reproduced on the filed plan.

3 (07.08.1991) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 18 July 1991 referred to in the Charges Register.

4 (07.08.1991) The Transfer dated 18 July 1991 referred to in the Charges Register contains provisions as to light or air and boundary structures.

5 (16.07.1998) By a Deed of Release and Variation dated 26 May 1995 made between (1) Broadland Properties Limited and (2) Anglian Power Generators Limited the right of entry reserved by clause (3) of the Second Schedule to the Transfer dated 18 July 1991 referred to in the Charges Register was released. The Deed also released the Transferor from certain covenants as therein mentioned.

*NOTE: Original filed under NK108157.*

6 (16.07.1998) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 15 July 1998

# A: Property Register continued

referred to in the Charges Register.

7 (16.07.1998) The Transfer dated 15 July 1998 referred to in the Charges Register contains a provision as to light or air.

# B: Proprietorship Register

## This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

## Title absolute

1 (07.08.1991) PROPRIETOR: EASTERN POWER NETWORKS PLC (Co. Regn. No. 2366906) of Newington House, 237 Southwark Bridge Road, London SE1 6NP.

# C: Charges Register

## This register contains any charges and other matters that affect the land.

1 (07.08.1991) A Transfer of the land in this title dated 18 July 1991 made between (1) Broadland Properties Limited and (2) Eastern Generation Limited contains restrictive covenants.

*NOTE: Original filed under NK108157.*

2 (26.09.1995) The parts of the land affected thereby are subject to the rights granted by leases of adjoining land.

3 (16.07.1998) A Transfer of the land in this title dated 15 July 1998 made between (1) Anglian Power Generators Limited and (2) Eastern Electricity PLC contains restrictive covenants.

*NOTE: Original filed.*

4 (16.07.1998) A Lease of adjoining land dated 15 July 1998 made between (1) Anglian Power Generators Limited (2) Eastern Electricity PLC and (3) Eastern Gas Generation Maintenance Limited contains the following covenants which will subsist until 99 years from 1 May 1998:-

"Eastern Electricity covenants with the Tenant to observe and perform throughout the Term the covenants set out in Schedule 7

SCHEDULE 7

Covenants by Eastern Electricity

1. At all times to maintain the Electric Lines which run upon, under or over the Master Lease Property in such a way as not to cause damage or danger to the Master Lease Property or anyone working thereon

2. Not to use the Sub-Station Land for any purpose other than as a 132 kv sub station unless a 132 kv sub station is no longer required to facilitate the tramsmission of electricity from any electricity generation station upon the Master Lease Property into the electricity transmission system"

# End of register

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

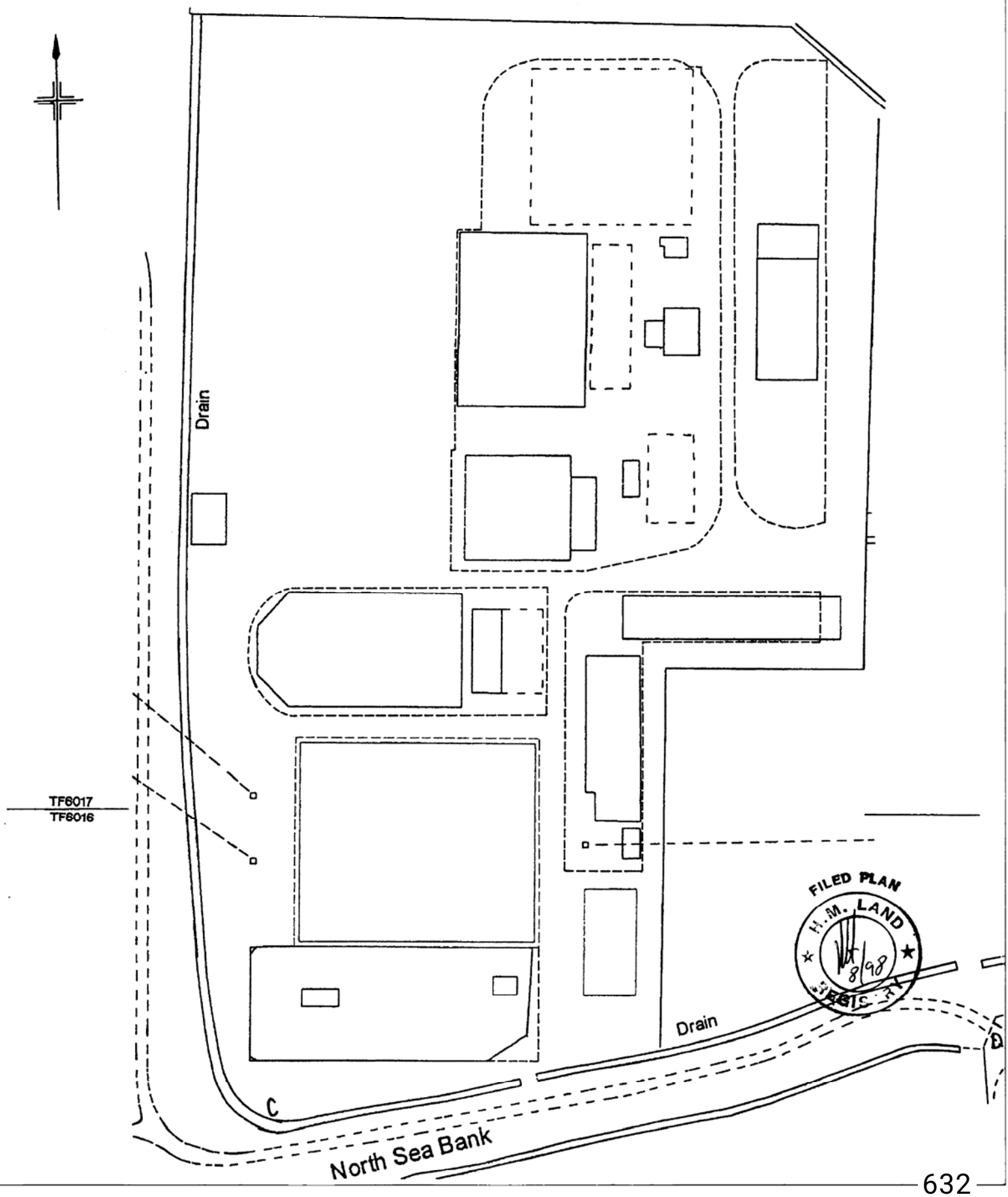
This official copy is issued on 25 September 2025 shows the state of this title plan on 25 September 2025 at 10:52:02. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by the HM Land Registry, Kingston Upon Hull Office .

© Crown copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number AC0000851063.

# H.M. LAND REGISTRY

| TITLE NUMBER | |
|---|---|
| NK218673 | |

| ORDNANCE SURVEY PLAN REFERENCE | TF6016 TF6017 | Scale 1/1250 Enlarged from 1/2500 |
|---|---|---|
| COUNTY NORFOLK | DISTRICT KINGS LYNN AND WEST NORFOLK | © Crown copyright |






This official copy is incomplete without the preceding notes page.

# Official copy of register of title

Title number NK179596 | Edition date 04.01.2024

- This official copy shows the entries on the register of title on 25 SEP 2025 at 10:44:57.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 25 Sep 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Kingston Upon Hull Office.

## A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

NORFOLK : KING'S LYNN AND WEST NORFOLK

1 (26.09.1995) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being land at Willows Business Park, High Road, South Lynn.

2 (26.09.1995) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 18 July 1991 referred to in the Charges Register.

3 (26.09.1995) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 8 April 1995
Term : 33 years from 1 January 1995
Rent : As therein mentioned
Parties : (1) Anglian Power Generators Limited
(2) British Gas PLC

4 (26.09.1995) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.

5 Lessor's title is registered.

6 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title number NK179596

## Title absolute

1 (26.09.1995) PROPRIETOR: NATIONAL GAS TRANSMISSION PLC (Co. Regn. No. 2006000) of National Grid House, Warwick Technology Park, Gallows Hill, Warwick CV34 6DA.

# C: Charges Register

## This register contains any charges and other matters that affect the land.

1 (26.09.1995) A Transfer of the freehold estate in the land in this title and other land dated 18 July 1991 made between (1) Broadland Properties Limited and (2) Eastern Generation Limited contains restrictive covenants.

*NOTE: Original filed under NK108157.*

## End of register

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 25 September 2025 shows the state of this title plan on 25 September 2025 at 10:44:58. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by the HM Land Registry, Kingston Upon Hull Office .

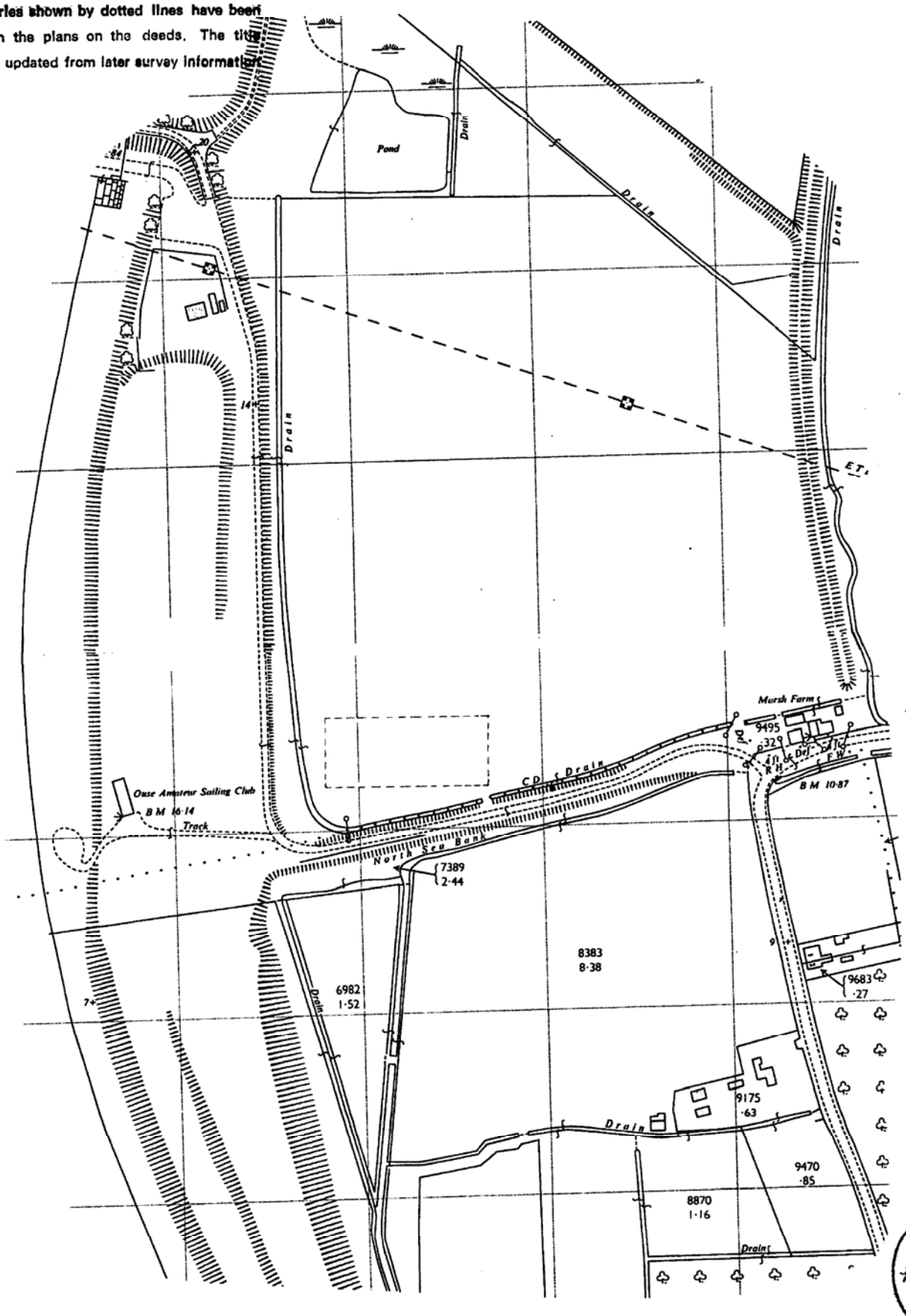
© Crown copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number AC0000851063.

# H.M. LAND REGISTRY

| TITLE NUMBER | |
|---|---|
| **NK179596** | |

| ORDNANCE SURVEY PLAN REFERENCE | TF6016 TF6017 | Scale 1/2500 |
|---|---|---|
| COUNTY NORFOLK | DISTRICT KINGS LYNN AND WEST NORFOLK | © Crown copyright |

The boundaries shown by dotted lines have been plotted from the plans on the deeds. The title plan may be updated from later survey information.




TF6017
TF6016

FILED PLAN
H.M. LAND REGISTRY



This official copy is incomplete without the preceding notes page.