

DATED the 19 day of MAY 2026

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

and

NATIONAL GRID ELECTRICITY TRANSMISSION PLC

AGREEMENT

under

**Section 106 of the Town and Country Planning Act 1990
relating to the electricity substation at Longland Lane, land at
Margam Moors and land forming part of and lying to the North of
Heol y Deiliaid, Port Talbot in the county borough of Neath Port
Talbot**

**Craig Griffiths
Chief Legal Officer
Neath Port Talbot County
Borough Council
Civic Centre
PORT TALBOT
SA13 1PJ**

This Agreement is made the 19 day of MAY

2026

BETWEEN

1. **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL** of Civic Centre Port Talbot SA13 1PJ in the County Borough of Neath Port Talbot (hereinafter called “the Council”) of the first part; and
2. **NATIONAL GRID ELECTRICITY TRANSMISSION PLC** a company incorporated in England and Wales under company number 02366977 and whose registered office address is at 1-3 Strand, London, WC2N 5EH (hereinafter called “the Owner”) of the second part.

1. Recitals

- 1.1 The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Site and the Compensation Site are situated and by whom the obligations contained in this Agreement are enforceable.
- 1.2 The Owner is the proprietor of the Site with absolute freehold title under title numbers CYM309647, CYM417696 and WA307726 and the proprietor of the Compensation Site by virtue of the Transfer and is to enter into this Agreement in respect of the Site and Compensation Site.
- 1.3 By an application received on 19 November 2025 and bearing the registered number P2025/0817 the Owner applied to the Council for the Planning Permission.
- 1.4 On 3 March 2026, having regard to the provisions of the Development Plan and to all other material considerations the Council, acting as local planning authority, resolved that it was

minded to grant the Planning Permission subject to the prior completion of this Agreement.

NOW THIS DEED witnesseth as follows:

1.1 Definitions

In this Agreement the following words and expressions shall where the context so requires or admits have the following meanings:

“Agreement”	this agreement;
“the Application”	the application for Planning Permission for the Development received on 19 November 2025 and bearing reference number P2025/0817;

“Commencement of Development”	the date on which any material operation, (as defined in Section 56(4) of the TCPA 1990), forming part of the Development begins to be carried out, other than (for the purposes of this Agreement and for no other purpose) operations consisting of:
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- site clearance
- demolition work
- surveys
- archaeological investigations
- investigations for the purpose of assessing ground conditions

- remedial work in respect of any contamination or other adverse ground conditions
- diversion and laying of services
- erection of any temporary means of enclosure;
- the provision of temporary security measures or temporary lighting;
- the erection of temporary buildings or structures associated with the Development in compliance with the GPDO 1995 only;
- the provision of construction compounds in compliance with the GPDO 1995 only; and
- the temporary display of site notices or advertisements

and “Commence Development” shall be construed accordingly.

“Compensation Site”

land at Port Talbot Steelworks, Port Talbot in the County Borough of Neath Port Talbot owned by the Owner by virtue of the Transfer and shown edged red on Plan 2;

“Condition Precedent”

the condition referred to in clause 3;

“Deed of Covenant”	means a deed of covenant with the Council containing covenants in the same terms as those given by the Owner in respect of the Compensation Site in this Agreement, with such minor modifications as the Council may agree;
“Development”	the development of the Site pursuant to the Planning Permission by the extension of the existing 275kv substation including the erection of a gas insulated switchgear hall and the demolition of the existing control and amenities buildings to enable the erection of a new amenities building. The development is also to include earthworks, surface water management and drainage infrastructure, lighting, CCTV, boundary treatment, car parking, ecological improvements including a wildlife tower and gabion baskets, improved internal access roads, diesel generator and hardstanding, storage building and water storage tank, flood defence wall including flood gates and appropriate landscaping and other associated engineering operations;
“Disposal”	means:

- (a) a disposition within the meaning of the provisions of the Land Registration Act 2002 (“the LRA 2002”), save for section 27(2)(f) of the LRA 2002;
- (b) a grant or assignment of a lease tenancy sublease and/or licence for any duration
- and “Dispose” shall be construed accordingly;
- “Ecological Steering Group” the ecological steering group to be formed under paragraph 1 of part 2 of the First Schedule of this Agreement to advise on the implementation of the Habitat Management Works
- “Ecological Steering Group Representatives” representatives from the Council (acting in its capacity as the local planning authority and in its capacity in relation to biodiversity conservation), the Owner, and Natural Resources Wales;
- “Establishment Works” means the one-off habitat creation and habitat enhancement works and species measures set out in Section 5 (Establishment Works) of the HMP, but only to the extent that such works are described in the HMP as being implemented once (and not on a recurring, rotational, cyclical or maintenance basis),

and excludes (without limitation) any works, measures or activities which the HMP describes as ongoing management, maintenance, monitoring, reporting, remedial or adaptive management, including grassland cutting on a rotational basis.

“Establishment Works

Completion Confirmation” means written confirmation from the Council (acting reasonably) upon Substantial Completion of the Establishment Works.

“Establishment Works

Cost”

means the sum of fifty nine thousand, nine hundred and thirty six pounds and fifty pence (£59,936.50) being the estimated cost of carrying out the Establishment Works in accordance with the HMP;

“Excluded Land”

the areas shown hatched blue on the Site Plan and labelled ‘Excluded Land’;

“Final Confirmation”

means written confirmation issued by the Council pursuant to paragraph 21 of Part 3 of the First Schedule at the end of the Habitat Management Period (being the end of Year 30 of the HMP);

“Force Majeure”	means an event beyond the reasonable control of the relevant party;
“GPDO 1995”	means the Town and Country Planning (General Permitted Development) Order 1995;
“Guarantor”	the bondsman approved by the Council for the provision of the HMP Bond;
“Habitat Management Period”	the period of thirty (30) years commencing on the first Working Day following the date of issue of the Establishment Works Completion Confirmation, with the habitat management and monitoring activities taking place in the appropriate seasonal windows, as defined in the HMP;
“Habitat Management Works”	the measures, methodology and works recommended by the HMP and as approved by the Council for the creation, retention, improvement, enhancement and management of the Compensation Site;
“HMP”	the habitat management plan dated November 2025 and prepared by Stantec UK Limited , a copy of which is contained within the Second Schedule, for the carrying out and completion of ecological works on the

	Compensation Site and the management of the Compensation Site for the Habitat Management Period;
“HMP Bond”	a bond for the purposes of securing the HMP Sum for the due performance and fulfilment of the Habitat Management Works, in the form contained in the Fourth Schedule to this Agreement with a Guarantor;
“HMP Escrow Account”	an interest-bearing account already established by the Council to hold such monies referred to in paragraph 1.2 of Part 3 of the First Schedule to this Agreement;
“HMP Escrow Amount”	the HMP Sum;
“HMP Sum”	the sum of one million, five hundred and sixty three thousand, nine hundred and sixty six pounds (£1,563,966.50.00), being a pre-inflated sum calculated to reflect the Establishment Works Cost and the estimated costs of the Habitat Management Works over the Habitat Management Period (including projected cost inflation over such period), which shall not be subject to any further indexation or upward adjustment;
“HMP Sum Review Date”	means the fifth anniversary of the commencement of the Habitat

	Management Period and each subsequent fifth anniversary of that date thereafter, in each case falling within the Habitat Management Period, until the HMP Bond is released, discharged or otherwise terminated, or the HMP Escrow Amount is released (as applicable);
“Plan 2”	Drawing No. 24001787_PLN_INFO_65.2_A annexed to this Agreement;
“Planning Permission”	planning permission for the Development pursuant to the Application a draft of which is contained in the Third Schedule;
“Site”	Longland Lane, land at Margam Moors and land forming part of and lying to the North of Heol y Deiliaid, Port Talbot in the county borough of Neath Port Talbot comprising the land in title numbers CYM309647, CYM417696 and WA307726 as indicated for the purposes of identification only edged red on the Site Plan (but excluding the Excluded Land);
“Site Plan”	the plan attached to this Agreement numbered 24001787_PLN_INFO_65.1_A
“Substantially	

Completed”	means completed save in minor respects so that the Establishment Works can be used for the purpose and operate in the manner for which they were designed (and in this Agreement “Substantial Completion” and “Substantially Complete” shall be construed accordingly).
“TCPA 1990”	the Town and Country Planning Act 1990;
“Transfer”	a transfer between Tata Steel UK Limited (1) and the Owner (2) dated 1 May 2026 transferring ownership of the Compensation Site to the Owner, which is awaiting registration at HM Land Registry and a copy of which is contained in the Fifth Schedule;
“Working Day(s)”	Mondays to Fridays inclusive not including days when Civic Centre Port Talbot is not open for public business;

1.2 Interpretation

- 1.2.1 Where in this Agreement reference is made to a Clause, Paragraph, Schedule, Annex, Plan or Recital, such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule, annex, plan or recital of or, (in the case of a plan), attached to this Agreement.

- 1.2.2 Where in any Schedule or Part of or Annex to a Schedule reference is made to a Paragraph, such reference shall (unless the context otherwise requires) be to a paragraph of that Schedule or (if relevant) Part of or Annex to a Schedule.
- 1.2.3 References in this Agreement to the Owner shall include reference to its successors in title to and persons claiming through or under it and personal representatives.
- 1.2.4 References in this Agreement to the Council shall include its successors:-
- 1.2.4.1 as Local Planning Authority or in any other appropriate statutory capacity; and
- 1.2.4.2 (in the case of terms relevant to or consequent upon land owned by the Council) the Council's successors in title and persons claiming through or under it.
- 1.2.5 Reference to a Council officer shall include any officer exercising the function of that officer or authorised in writing to exercise such function.
- 1.2.6 References to statutes or statutory provisions and orders or regulations made thereunder include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time and to any previous statute, statutory provision, order or regulation amended, modified, re-enacted or replaced by such statute, statutory provision, order or regulation.
- 1.2.7 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.2.8 References to any British Standard shall include any amended or replacement standard.

- 1.2.9 Words importing the masculine gender include the feminine gender and neuter and words in the singular include the plural and vice versa and words importing individuals shall be treated as importing bodies corporate or unincorporated and vice versa.
- 1.2.10 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.11 A reference to writing or written excludes faxes and email (unless otherwise agreed with the Council).
- 1.2.12 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.2.13 Any words following the term(s) including, include, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.14 Any headings are for ease of reference only and shall not affect the interpretation of this Agreement.

2. Statutory Provisions and Obligations

- 2.1 This Agreement is made pursuant to the provisions of Section 106 of the TCPA 1990, section 111 of the Local Government Act 1972 and all other powers enabling and enactments which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations herein contained with intent to bind the Site and Compensation Site.
- 2.2 Covenants, restrictions and obligations contained in this Agreement are planning obligations for the purposes of Section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by that person in the Site and their respective successors and assigns.
- 2.3 The covenants, restrictions and obligations contained in this Agreement shall bind the Site and Compensation Site and

persons owning land as joint tenants or tenants in common shall be subject to such covenants jointly and severally.

- 2.4 The covenants, restrictions and obligations contained in this Agreement are enforceable by the Council in accordance with section 106 of the TCPA 1990.

3. Condition Precedent

With the exception of clause 2, clause 3, clause 5.1, clause 5.2, clause 5.9, clause 5.11, clause 5.12, clause 5.13, clause 5.14, clause 5.15, and clause 5.16, (which take effect immediately), the obligations in this Agreement are conditional and shall only have effect upon the grant and issue of the Planning Permission by the Council subject to this Agreement.

4. Owner's Covenants

- 4.1 Subject to the satisfaction of the Condition Precedent the Owner covenants with the Council to observe and perform all covenants, restrictions and obligations contained in the First Schedule which are expressed to be performed by the Owner so as to bind the Site and the Compensation Site.
- 4.2 Subject to the satisfaction of the Condition Precedent, the Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in the First Schedule.

5. AGREEMENTS AND DECLARATIONS

IT IS HEREBY AGREED AND DECLARED:-

5.1 Ownership

The Owner warrants that, so far as it is aware, as at the date of this Agreement:

- (a) no person other than the Owner has any legal or equitable interest in the Site save for any interests disclosed by the registered title to the Site;
- (b) no person other than the Owner has any legal or equitable interest in the Compensation Site, save for any interests disclosed by the registered title to the Compensation Site and any rights, reservations, easements, covenants, liabilities and other encumbrances contained within the Transfer;

5.2 Conflict between Agreement and Statutory powers Duties or Discretions

- 5.2.1 Nothing (contained or implied) in this Agreement fetters or restricts the Council's statutory rights, powers, discretions and responsibilities.
- 5.2.2 All approvals, certificates, consents, agreements, satisfactions, confirmations or calculations (or anything of a similar nature) that may be requested by the Owner and/or given by the Council or its officers in accordance with this Agreement shall be in addition to any other approvals, consents, agreements or confirmations that may be required by the TCPA 1990 or by any other statute or regulations.
- 5.2.3 Subject to clause 5.10 of this Agreement, all such approvals, consents, agreements, satisfactions, confirmations or calculations shall be at the sole discretion of the Council or its relevant officers the decisions of whom shall be final.

5.3 Waiver

No failure or delay by the Council to exercise any right or remedy provided under this Agreement or by law constitutes a waiver of that or any other right or remedy. No single or partial

exercise of that right or remedy prevents or restricts the further exercise of that or any other right or remedy.

5.4 Time to be of the Essence

Unless expressly stated otherwise, where in this Agreement a time period is specified time shall be of the essence.

5.5 Release and Lapse of Agreement

5.5.1 The obligations in this Agreement (with the exception of clause 5.14) shall cease to have effect if, before the Commencement of Development, the Planning Permission:

- (a) expires;
- (b) is varied or revoked other than at the Owner's request; or
- (c) is quashed following a successful legal challenge.

5.5.2 In the event that any part of this Agreement may be subject to challenge, review, deletion or otherwise rendered null/void or voidable, the balance of the said Agreement shall remain in full force and effect.

5.5.3 Subject always to paragraph 1 of Part 4 of the First Schedule (and to the performance of that obligation in relation to a relevant Disposal), the parties agree that the Owner shall not be liable for a breach of any of its obligations under this Agreement after it shall have parted with its interests in the Site or the part in respect of which the breach arises (save for antecedent breaches).

5.6 Rule Against Perpetuities

For the purpose of such parts of this Agreement as may be subjected to the rule against perpetuities, the perpetuity period applicable to this Agreement shall be eighty years from the date hereof.

5.7 Access to the Site

The Owner shall permit officers of the Council upon reasonable notice and request and at reasonable times (except in an emergency) and subject to any instructions which any contractor may give to ensure safety for officers of the Council (or their nominated representatives) to gain access to the Site and to the Compensation Site in order to monitor compliance with this Agreement.

5.8 Variation

This Agreement may be varied only by deed between the parties hereto or their respective successors in title and assigns.

5.9 Contracts (Rights of Third Parties)

5.9.1 For the purposes of (inter alia) the Contracts (Rights of Third Parties) Act 1999, it is hereby agreed and declared that the parties to this Agreement (and their respective successors in title) may rescind or vary this Agreement without the consent of any third party.

5.9.2 For the purposes of (inter alia) the Contracts (Rights of Third Parties) Act 1999, nothing in this Agreement is intended to confer any benefit upon or create rights in favour of any party other than the parties executing this Agreement and their respective successors in title.

5.9.3 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

5.10 Reasonableness

That unless otherwise specified where any direction, authority, action, agreement, certificate, consent, permission, expression of satisfaction or other approval is to be given by the Council or

any person on its behalf under the terms of this Agreement the same shall not be unreasonably withheld or delayed.

5.11 Disputes

5.11.1 Any dispute between the parties that arise in connection with the Development and the terms of this Agreement shall, in the absence of agreement, be referred for determination by an expert under this clause 5.11.

5.11.2 That in the event of any dispute between the Owner and the Council, the matter may at the written option of either party (notice of which shall be given to the other party) be referred to such expert as they may agree, or (in default of agreement within 10 Working Days of the date of giving of the notice) appointed by the President for the time being of the Royal Institution of Chartered Surveyors.

5.11.3 The person to be appointed pursuant to clause 5.11.2. shall be a person having five years or more post qualification experience of projects comprising works of the scale and nature of the Development being carried out by a developer on behalf of a local authority under the terms of an agreement similar in nature to this Agreement, or otherwise having relevant experience appropriate to the subject matter of the dispute.

5.11.4 The reference to the expert shall be on terms that determination shall take place within 20 Working Days of the expert accepting their instructions or such longer period as the expert reasonably determines after consultation with the parties.

5.11.5 The expert shall be entitled to give such reasonable directions as the expert considers appropriate as to the procedure for the determination (including written representations and supporting evidence) and shall afford each party a reasonable opportunity to make representations.

- 5.11.6 The expert shall have the power to award the costs of the determination in favour of either party at the expense of the other but in the absence of an express award to this effect the costs of the dispute resolution shall be borne by the parties to the dispute in equal shares.
- 5.11.7 The expert shall be limited in his findings to the proposal put by either party or a proposal falling between both of them and shall provide written reasons for his decisions.
- 5.11.8 The findings of the expert shall (other than in the case of manifest material error) be final and binding on the parties.
- 5.12 **Notices**
- 5.12.1 That any notice or other written communication to be served or given by one party upon or to any other under the terms of this Agreement shall be deemed to have been validly served or given if:
- (a) delivered by hand;
 - (b) or sent by pre-paid first class recorded delivery post to the party upon whom it is to be served or to whom it is to be given as specified in clause 5.12.2. or as otherwise notified for the purpose by notice in writing.
- 5.12.2 The address for any notices or other written communication is:
- (a) for the Council as specified above marked for the attention of the Head of Planning and Public Protection in respect of clause 3 and the specified officer in respect of the Schedules;
 - (b) for the Owner as specified above.
- 5.12.3 Any notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council or by an officer or duly authorised signatory.

5.12.4 Either party may notify the other of a change of address for any notice or written confirmation.

5.13 Applicable Law

This Agreement and any dispute or claim arising out of, or in connection with, it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales as it applies in Wales.

5.14 Costs

On the execution hereof the Owner shall pay to the Council the Council's reasonable legal costs, together with all disbursements, incurred in connection with the preparation, negotiation, completion and registration of this Agreement

5.15 Local Land Charge

This Agreement is a Local Land Charge and shall be registered as such by the Council.

5.16 Issue of Planning Permission

The Council hereby agree to issue the planning permission as soon as reasonably practicable after the date of this Agreement.

IN WITNESS of which the Council has caused its **COMMON SEAL** to be affixed to this Agreement which has also been executed as a deed by the Owner the day and year first before written

THE FIRST SCHEDULE

COMPENSATION SITE

Part 1 – HMP

1. The HMP sets out the managing and monitoring arrangements for all ecological features on the Compensation Site and shall be implemented for the Habitat Management Period.
2. The implementation of the HMP shall cover:
 - 2.1 the Establishment Works (being Year 0 of the HMP), commencing on the later of: (a) Commencement of the Development; or (b) within one calendar month of the date of Commencement of Development ; and
 - 2.2 the Habitat Management Period (being Years 1 to 30 of the HMP).
3. The approved HMP shall be implemented at the Compensation Site by the body or organisation responsible for doing so as set out in the HMP as approved. The Owner shall be under no obligation to carry out implementation works prior to Commencement of Development but it may, if it chooses to, elect to carry out preparatory works for species translocation (to improve carrying capacity of species) prior to Commencement of Development if it is likely to assist the success of the HMP. For the avoidance of doubt, the Council shall not be liable for any costs of implementing the HMP.

4. Any amendment to the approved HMP shall be submitted in writing to the Council for its written approval (such approval not to be unreasonably withheld or delayed).

Part 2 – Ecological Steering Group

1. Within one (1) calendar month of the date of grant of the Planning Permission, the Owner shall submit to the Council for its written approval (such approval not to be unreasonably withheld or delayed) the terms of reference for the Ecological Steering Group.
2. Following approval of the terms of reference, the Owner shall establish the Ecological Steering Group and invite the Ecological Steering Group Representatives to join the Ecological Steering Group and to attend its meetings in order to advise on the Habitat Management Works in accordance with the Ecological Steering Group's terms of reference. The Owner shall not be in breach of this paragraph 2 of this Part 2 of the First Schedule where any Ecological Steering Group Representative fails or declines to join or attend, provided that the Owner has used reasonable endeavours ('Reasonable Endeavours') to secure such participation.
3. For the purposes of paragraphs 2 and 5 of this Part 2 of the First Schedule, the obligation for the Owner to use Reasonable Endeavours includes, but is not limited to:
 - 3.1 making written and repeated requests to all Ecological Steering Group Representatives to attend meetings of the Ecological Steering Group;

- 3.2 providing all Ecological Steering Group Representatives with at least 28 days' written notice of each meeting date, time, location and agenda;
 - 3.3 meeting any Ecological Steering Group Representative's costs and expenses associated with attending a meeting of the Ecological Steering Group, including travel, accommodation and other directly related expenses; and
 - 3.4 taking such other reasonable steps as deemed reasonably necessary by the Council to facilitate the attendance of an Ecological Steering Group Representative at any Ecological Steering Group meeting.
4. The Owner shall promptly notify the Council of any material developments regarding an Ecological Steering Group Representative's attendance at any Ecological Steering Group meeting, including any refusal to attend or conditions imposed by them.
 5. Meetings of the Ecological Steering Group shall be held a minimum of once every two years with the first meeting to be held within three (3) calendar months of approval of the terms of reference in accordance with paragraph 1 of this Part 2 of the First Schedule. The Owner shall not be in breach of this paragraph 5 of this Part 2 of the First Schedule where a meeting cannot be held with the full complement of Ecological Steering Group Representatives, provided that the Owner has given not less than 28 days' prior written notice of such meeting to all Ecological Steering Group Representatives and has used Reasonable Endeavours to secure their attendance.

6. For the avoidance of doubt, in the event of any conflict or inconsistency between the terms of reference for the Ecological Steering Group and this Agreement, the terms of this Agreement shall prevail.

Part 3 – HMP Sum

1. Not to Commence Development until the Owner has secured and provided, to the reasonable satisfaction of the Council, the HMP Sum by either:
 - 1.1 obtaining and delivering to the Council an executed HMP Bond; or
 - 1.2 paying the HMP Escrow Amount into the Council's HMP Escrow Account.
2. If the HMP Bond under paragraph 1.1 of Part 3 of this First Schedule above is utilised, the HMP Sum (as reduced from time to time in accordance with this Part 3) shall be secured for the entirety of the HMP obligations, including throughout the Establishment Works (being Year 0 of the HMP) and for the entirety of the Habitat Management Period until the issue of the Final Confirmation.
3. Subject to paragraph 4 of this Part of this First Schedule, if the Owner fails to carry out and complete the obligations under the HMP to the reasonable satisfaction of the Council (other than by reason of an event of Force Majeure), the Owner agrees that the Council may carry out the obligations under the HMP (or any part of it that the Council may determine) itself by accessing the HMP Bond or the HMP Escrow Amount in the HMP Escrow Account (as the case may be) for this purpose.

4. Prior to any call on the HMP Bond or the HMP Escrow Amount in the HMP Escrow Account the Council shall first have provided to the Owner notice in writing of the alleged breach and have provided the Owner with a period of six months within which to rectify such alleged breach.
5. If the Council carries out all or any of the obligations under the HMP, the Owner hereby grants to the Council its agents, contractors and/or workmen a licence to enter the Compensation Site, with or without vehicles and plant and animal stock (if necessary), for the purposes of carrying out the same (or any part of it that the Council may determine). The Council shall provide the Owner with fourteen (14) days' advance notice of its intention to exercise such rights and licence.
6. If the Owner has provided the HMP Bond pursuant to paragraph 1.1 of this Part of this First Schedule, then upon the issue of the Establishment Works Completion Confirmation the maximum liability under the HMP Bond shall be reduced by a sum equal to the Establishment Works Cost less any sums (if any) recovered by the Council under the HMP Bond pursuant to paragraph 3 of this Part of this First Schedule in respect of any failure by the Owner to comply with the HMP. The Council shall serve written notice, if so requested, on the Guarantor confirming the amount of that reduction under the HMP Bond.
7. If the Owner has provided the HMP Bond pursuant to paragraph 1.1. of this Part 3 of this First Schedule, then on each HMP Sum Review Date the maximum liability under the HMP may be

reduced by such reasonable sum as agreed between the Council and the Owner (acting reasonably and having regard to (a) the number of Habitat Management Period years remaining to be satisfied and (b) the cost of Habitat Management Works remaining to be carried out under this Agreement) less any sums (if any) recovered by the Council under the HMP Bond pursuant to paragraph 3 of this Part 3 of this First Schedule in respect of any failure by the Owner to comply with the HMP. The Council shall serve written notice on the Guarantor, if so requested, confirming the amount of that reduction under the HMP Bond, following agreement between the parties.

8. If the Owner has provided the HMP Bond pursuant to paragraph 1.1 of Part of this First Schedule, then upon the issue of a Final Confirmation, the HMP Bond shall be released and discharged. The Council shall serve written notice on the Guarantor confirming the HMP Bond is released and discharged if requested to do so.
9. If the Owner has provided the HMP Escrow Amount pursuant to paragraph 1.2 of Part of this First Schedule above, then upon issue of the Establishment Works Completion Confirmation a sum equal to the Establishment Works Cost less any sums (if any) recovered by the Council from the HMP Escrow Amount pursuant to paragraph 3 of this Part of this First Schedule in respect of any failure by the Owner to comply with the HMP shall be repaid/refunded to the Owner from the HMP Escrow Account within 20 Working Days following receipt of a written request for the same from the Owner.

10. If the Owner has provided the HMP Escrow Amount pursuant to paragraph 1.2 of Part 3 of this First Schedule, then on each HMP Sum Review Date, and if so agreed between the parties (acting reasonably and (a) having regard to the number of Habitat Management Period years remaining to be satisfied and (b) the cost of Habitat Management Works remaining to be carried out under this Agreement), the HMP Escrow Amount, less any sums (if any) recovered by the Council under the HMP Escrow Amount pursuant to paragraph 3 of Part 3 of this First Schedule in respect of any failure by the Owner to comply with the HMP, may be reduced by a reasonable sum.
11. If the Owner has provided the HMP Escrow Amount pursuant to paragraph 1.2 of this Part of this First Schedule, then upon issue of the Final Confirmation the HMP Escrow Amount together with any interest accrued thereon shall be repaid to the Owner within 20 Working Days following receipt of a written request from the Owner, less any sums (if any) recovered by the Council from the HMP Escrow Amount pursuant to paragraph 3 of Part 3 of this First Schedule in respect of any failure by the Owner to comply with the HMP.
12. As soon as the Establishment Works have been Substantially Completed, following receipt of notice in writing from the Owner informing the Council of the date of Substantial Completion, the Ecological Steering Group shall convene a meeting to inspect the Establishment Works and assess if they have been Substantially Completed.

13. Should the Ecological Steering Group confirm in writing to the Council that the Establishment Works have been Substantially Completed and it approves the Establishment Works, the Council shall, within 20 Working Days of receipt of that approval from the Ecological Steering Group, issue an Establishment Works Completion Confirmation.
14. If following receipt of the notice referred to in paragraph 12, the Ecological Steering Group considers that the Establishment Works have not been Substantially Completed and informs the Council of this, the Council shall serve written notice on the Owner giving a reasonable period of time (being not less than 20 Working Days) specifying the further works required (the "Further Establishment Works") for the Establishment Works to be Substantially Completed.
15. The Owner shall carry out the Further Establishment Works within the period specified in the notice served under paragraph 14 (or such longer period as the Council may agree acting reasonably) and, upon completion, shall give further notice in writing to the Council confirming the date upon which the Further Establishment Works have been completed.
16. As soon as the Council is satisfied that the Establishment Works have been Substantially Completed (whether on the first notice under paragraph 12 or following completion of any Further Establishment Works under paragraph 15) the Council shall, within 20 Working Days, issue the Establishment Works Completion Confirmation.

17. As soon as the Habitat Management Works have been Substantially Completed, following receipt of notice in writing from the Owner informing the Council of the date of Substantial Completion, the Ecological Steering Group shall convene a meeting to inspect the Habitat Management Works and assess if they have been Substantially Completed.
18. Should the Ecological Steering Group confirm in writing to the Council that the Habitat Management Works have been Substantially Completed and it approves the Habitat Management Works, the Council shall, within 20 Working Days of receipt of that approval from the Ecological Steering Group, issue a Final Confirmation.
19. If following receipt of the notice referred to in paragraph 17, the Ecological Steering Group considers that the Habitat Management Works have not been Substantially Completed and informs the Council of this the Council shall serve written notice on the Owner giving a reasonable period of time (being not less than 20 Working Days) specifying the further works required (the "Further Habitat Management Works") for the Habitat Management Works to be Substantially Completed.
20. The Owner shall carry out the Further Habitat Management Works within the period specified in the notice served under paragraph 19 (or such longer period as the Council may agree acting reasonably) and, upon completion, shall give further notice in writing to the Council confirming the date upon which the Further Habitat Management Works have been completed.

21. As soon as the Council is satisfied that the Habitat Management Works have been Substantially Completed (whether on the first notice under paragraph 17 or following completion of any Further Habitat Management Works under paragraph 19) the Council shall, within 20 Working Days, issue the Final Confirmation.
22. If there is any dispute as to whether, in the Ecological Steering Group's assessment, the Establishment Works and/or the Further Establishment Works and/or the Habitat Management Works have been completed, the determination will be at the sole discretion of the Council or its relevant officers, acting reasonably, the decisions of whom shall (subject to clause 5.11) be final.
23. Upon any issue of a Final Confirmation the Owner shall have no further liability under this Agreement (save for antecedent breach).

Part 4 – Use of the Compensation Site by the Owner

1. The Owner covenants with the Council not to Dispose of the whole or of any part of the Compensation Site at any time without first procuring that the person to whom the Disposal is being made has executed a Deed of Covenant.
2. The Owner consents to the entry of the following restriction against the Owner's freehold title to the Compensation Site at HM Land Registry following completion of this Agreement and shall provide the Council with all necessary assistance and/or documentation to permit entry of the restriction:

“No disposition of the registered estate or any part thereof by the proprietor of the registered estate or by the proprietor of any registered charge is to be completed by registration without a certificate signed by Neath Port Talbot County Borough Council of Civic Centre Port Talbot SA13 1PJ that the provisions of Part 4 of the First Schedule to an Agreement dated 19 MAY 2026 and made between Neath Port Talbot County Borough Council (1) National Grid Electricity Transmission PLC (2) have been complied with or that they do not apply to the disposition.”

3. The Owner covenants with the Council that they shall pay the Council's legal and surveyor's costs and disbursements, reasonably and properly incurred, on a full indemnity basis including any irrecoverable value added tax incurred with:
 - (a) each Deed of Covenant
 - (b) the entry and withdrawal of each restriction against the title to the Compensation Site

- (c) the Council granting written consent to each Disposal;

in each case within 28 days of receipt of a written invoice from the Council.

4. Should the Planning Permission either
 - (i) not be implemented within five years of the date of issue of the Planning Permission; or
 - (ii) the Planning Permission is quashed following a successful judicial review;the Council agrees:
 - (a) to consent to the removal, from the title of the Compensation Site, the restriction imposed by paragraph 2 of Part 4 of this First Schedule; and
 - (b) paragraphs 1, 2 and 6 of Part 4 of this First Schedule shall no longer apply.
5. Upon issue of the Final Confirmation the Council agrees:
 - (a) to consent to the removal, from the title of the Compensation Site, the restriction imposed by paragraph 2 of Part 4 of this First Schedule; and
 - (b) paragraphs 1, 2 and 6 of Part 4 of this First Schedule shall no longer apply.
6. The Owner covenants that it shall not seek to implement any part of any planning permission that may have been granted or is granted over the Compensation Site which is inconsistent with the approved HMP.

7. The Council agrees to provide a certificate referred to in paragraph 2 of Part 4 of this First Schedule within 10 Working Days where:
- (i) a Deed of Covenant has been provided in accordance with paragraph 1 of Part 4 of this First Schedule; or
 - (ii) the disposition triggering the requirement for a certificate is not a “Disposal” as defined in this Agreement (or falls within the exclusions in that definition).

THE SECOND SCHEDULE
HMP



Habitat Management Plan

Margam Burrows, National Grid Electricity Transmission

November 2025

Prepared for:
National Grid Electricity Transmission

Prepared by:
Stantec UK Limited

Project Number:
331201497

Revision Schedule

Revision	Description	Date	Author	Quality Check	Independent Review
1	First Issue for Client Comment	July 25	JG	HE	HU
2	Updates following client and legal comments.	August 25	HM	HE	HU
3	Updates following PAC	November 25	JG	HE	HU



Disclaimer

The conclusions in the Report titled **Habitat Management Plan for Margam Burrows, National Grid Electricity Transmission** are Stantec’s professional opinion, as of the time of the Report, and concerning the scope described in the Report. The opinions in the document are based on conditions and information existing at the time the scope of work was conducted and do not take into account any subsequent changes. The Report relates solely to the specific project for which Stantec was retained and the stated purpose for which the Report was prepared. The Report is not to be used or relied on for any variation or extension of the project, or for any other project or purpose, and any unauthorized use or reliance is at the recipient’s own risk.

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Appendices

- Appendix A Extracts from RSK Biocensus (2022) Tata Steel UK Ltd. Electric Arc Furnace. National Vegetation Classification (NVC) Survey.
- Appendix B Photographs from walkover survey undertaken in February 2025
- Appendix C GCN Survey Reports (RSK Biocensus, 2024; RSK Biocensus 2025)
- Appendix D Management and Monitoring Prescriptions
- Appendix E Photograph of Recently Created Dune Slack
- Appendix F Establishment Works Schedule: Habitat Creation and Enhancement
- Appendix G Management and Monitoring Schedule



1 Introduction

1.1 Overview

- 1.1.1 Stantec was commissioned by National Grid Electricity Transmission (NGET) to produce a Habitat Management Plan (HMP) for an area of land known as Margam Burrows (hereafter referred to as the 'Site'), located at Margam, Port Talbot. Habitat creation and management is to be delivered at the Site to provide compensation for, and contribute to a Net Benefit for Biodiversity (NBB), in relation to the proposed substation extension (hereafter referred to as the 'Proposed Development') at Margam, Port Talbot.
- 1.1.2 The 'Proposed Development' for the substation extension at Margam, Port Talbot is to be subject to a full planning application. The Ecological Impact Assessment submitted with the planning application for the Proposed Development (Stantec, 2025a) describes the mitigation, compensation and enhancement that will be delivered in order to meet legislative and policy requirements. This HMP details how habitats within the Site will be created and enhanced, the subsequently managed and monitored for the purpose of contributing towards a Net Benefit for Biodiversity. The habitat creation and enhancement works within the Margam Burrows Site, along with proposed habitat creation and enhancement works within the Proposed Development site, as described in detail in the Landscape and Habitat Management Plan for the Proposed Development site (Stantec, 2025b) will together deliver a Net Benefit for Biodiversity (NBB) through the Proposed Development.
- 1.1.3 Further details on the Proposed Development to which this HMP is connected are provided within the Ecological Impact Assessment for the Proposed Development (Stantec 2025a). Further information regarding the approach to the Proposed Development in accordance with Planning Policy Wales' requirements, and with regards to the Stepwise Approach, is provided in the Green Infrastructure Statement for the Proposed Development (Stantec, 2025c).

1.2 Site Location

- 1.2.1 The Margam Burrows Site is located at approximate central grid reference SS 77616 84571, 2 km southwest of the Proposed Development. The location of the Margam Burrows Site in relation to the proposed substation extension site at Margam and the extent of the respective Site boundaries is shown on **Figure 1**.
- 1.2.2 The Margam Burrows Site encompasses part of the Margam Moors Site of Special Scientific Interest (SSSI) and currently comprises an area of dominated by coastal grassland on sand dunes. Directly west is a small industrial unit, comprising buildings and access roads, beyond which is the sea. North of the Site are industrial areas associated with the Port Talbot Tata Steel works, south are further areas of sand dune and east is the remaining part of Margam Moors SSSI, beyond which lies coastal grazing marsh fields.

1.3 Report Objectives

- 1.3.1 The Ecological Impact Assessment for the Proposed Development (Stantec, 2025a) describes the requirement, in line with Planning Policy Wales (Edition 12) and the Section 6 duty of the Environment (Wales) Act 2016, for the Proposed Development to deliver a Net Benefit for Biodiversity (NBB). Furthermore, NGET are mindful of their own reporting requirements to Ofgem to deliver Biodiversity Net Gain through development.
- 1.3.2 As described in the Ecological Impact Assessment for the Proposed Development, the measures described in this Habitat Management Plan contribute to compensating for the permanent loss of part of the J38 Wetland Complex SINC; they also contribute to mitigating and compensating for the temporary impacts on habitats within the SINC associated with Permitted Development works, and to positive measures for protected and notable species within the Site. This Habitat Management Plan should be considered in combination with the proposals for habitat creation and management within the National Grid land at Margam



Habitat Management Plan

Substation, as described in the Landscape and Habitat Management Plan for Margam Burrows (Stantec, 2025b).

- 1.3.3 This Habitat Management Plan describes the proposed habitat creation and enhancement measures, as well as the proposed habitat management and monitoring within the Site, which are to be implemented to enable the Proposed Development to deliver NBB.
- 1.3.4 To that end, the HMP sets out the following:
- An overview of the ecological baseline of the Site.
 - The objectives of the HMP.
 - The Site establishment works, in terms of habitat creation or initial habitat management delivery.
 - The ongoing management tasks over the management period, taking into account habitat delivery to enable NBB.
 - The monitoring requirements to enable measurement of success, or to determine appropriate adaptation approaches to the habitat/features under management.
- 1.3.5 This HMP should be reviewed and updated, if necessary, every 6 years (aligned with review of management and monitoring outcomes).
- 1.3.6 As described in the Ecological Impact Assessment for the Proposed Development (Stantec, 2025a), the measures described in this HMP contribute to compensating for the permanent loss of part of the J38 Wetland Complex SINC and temporary impacts on habitats within the SINC, and to positive measures for protected and notable species within the Site. Taken together, the Landscape and Habitat Management Plan for the Margam substation site (Stantec, 2025b) and this Habitat Management Plan for Margam Burrows, demonstrate overall achievement of Net Benefit for Biodiversity, in accordance with Planning Policy Wales (Edition 12) (PPW) for the Proposed Development of the Margam Substation extension described in the Ecological Impact Assessment for that scheme (Stantec, 2025a) and the Green Infrastructure Statement (Stantec, 2025c). Implementation of this Habitat Management Plan for Margam Burrows and the Landscape and Habitat Management Plan for the Margam substation site is therefore required to achieve policy compliance relating to Net Biodiversity Benefit for the Proposed Development and both should therefore be secured by Condition and/or Section 106, or other appropriate planning mechanism or legal agreement, to be agreed with Neath Port Talbot Council (NPTC).



2 Site Description and Current Site Conditions

2.1 Margam Moors SSSI

- 2.1.1 The eastern half of the Site lies within the Margam Moors SSSI boundary. The citation for the SSSI states the following:

*[The SSSI is] the last remaining example of the once extensive coastal levels in West Glamorgan. Bounded to the seaward by dunes and to landward by high ground, the meadows provide an agriculturally-managed freshwater habitat which hosts many species of plant on the edge of their geographical range, and nationally important invertebrates. Mesotrophic marsh, fen meadow and ditch communities support flowering-rush *Butomus umbellatus*, frogbit *Hydrocharis morsus-ranae*, arrowhead *Sagittaria sagittifolia*, cyperus sedge *Carex pseudocyperus* and brown sedge *C. disticha* on the edge of their range, with others such as lesser water-plantain *Baldellia ranunculoides*, tubular water-dropwort *Oenanthe fistulosa* and marsh helleborine *Epipactis palustris* of local interest. The nationally rare beetle *Haliphus mucronatus*, the dragonfly *Sympetrum sanguineum* the regionally rare beetle *Anacaena bipustulata*, and the water-bug *Corixa panzeri* have all been found in the ditches.*

- 2.1.2 It should be noted that the Site is located on the western edge of the SSSI designated area, and the freshwater habitats and fen meadow specific habitat types for which the SSSI is designated (as per the SSSI description above) are not present within the proposed Margam Burrows Site. Further details of the habitats present within the Site are provided in **Section 2.2** below.
- 2.1.3 Owing to the topography of the SSSI area which falls within the Margam Burrows Site, it is difficult to graze or otherwise manage the habitats of the SSSI that fall within the Site (NRW, *pers comm*, 2025). This has resulted in scrub encroachment into the section of the SSSI within the Site boundary considered within this report.

2.2 Habitats

- 2.2.1 Botanical (National Vegetation Classification (NVC)) surveys of the Site and areas to the south of the Site (including sampling locations inside and outside of the SSSI boundary) were undertaken in summer 2022 (RSK Biocensus, 2022). The 2022 NVC surveys identified that the Site comprises an area of fixed dunes of which some is planted with trees, the rest comprising a variety of sand dune (grassland) communities characterized by dry, neutral, sandy soils of low fertility.
- 2.2.2 The NVC survey recorded that the grassland communities across the area were species-rich, with a total of 67 plants recorded in all survey quadrats and an average of 22.4 species in individual survey quadrats. Some of the westernmost survey quadrats had a more obvious maritime influence, with species such as sea spurge *Euphorbia paralias* and sand cat's-tail *Phleum arenarium*, while others to the east had characteristic species of dune slacks such as creeping willow *Salix repens* and dewberry *Rubus caesius*. Extracts from the Tata Steel site NVC survey (RSK Biocensus, 2022) relevant to the Margam Burrows Site are provided at **Appendix A**.
- 2.2.3 A walkover survey was also undertaken in February 2025 by Stantec (Helen Evriviades MCIEEM) with Tata Steel representatives, National Grid representative, NRW representative and local ecology specialist Barry Stewart (Celtic Wildflowers) who is familiar with the Site through prior survey and general familiarity with the land owned by Tata Steel and its ecological interests. Whilst overall the Margam Burrows Site supports a diverse species array, as described in the RSK Biocensus (2022) report, the specific locations of the Site proposed for habitat creation (specifically the dune slack habitat creation and the opening up of sand dune habitat) are associated with areas of much lower diversity, dominated by red fescue and invading burnet rose, within the area proposed for the Dune slack creation, and areas of closed-sward fixed dune grassland. This was determined by on-site observation during the



February 2025 walkover survey and prior knowledge of the Site in recent growing seasons provided by Barry Stewart and Tata Steel representatives. It was also observed during the February 2025 walkover that the existing dune slack pond was becoming heavily encroached by creeping willow and other scrub.

- 2.2.4** The Margam Burrows Site, including the section which falls within the Margam Moors SSSI boundary was observed during the 2025 walkover to be mostly at a higher elevation than the majority of the remainder of the Margam Moors SSSI, to the east of the Margam Burrows Site. The Margam Burrows Site was observed to have a varying microtopography associated with sand dunes. Pockets of reed-dominated habitat were observed within the SSSI area which falls within proposed Margam Burrow Site boundary, associated with the lower elevation areas between the sand dune "peaks". However, the section of the SSSI which falls within the Margam Burrows Site boundary was observed to have more affinity to the fixed dunes described in the RSK survey (RSK Biocensus, 2022) than the wetland habitats for which the SSSI is designated.
- 2.2.5** The current management regime of the proposed Margam Burrows Site (including the area of the SSSI which falls within the Site boundary) was confirmed during the February 2025 walkover survey by Tata Steel representatives and NRW representatives. It was confirmed that there was no current management of habitats within the proposed Margam Burrows site, including the section of the SSSI that falls within the Margam Moors SSSI. It was confirmed that the grazing management undertaken within the remainder of the Margam Moors SSSI is not possible within the Margam Burrows Site because of the varied topography associated with the sand dunes. Photographs from the walkover survey undertaken in February 2025 to illustrate the habitats within the proposed Margam Burrows Site are provided at **Appendix B**.

2.3 Protected or Notable Species

- 2.3.1** With the exception of great crested newts (GCN) *Triturus cristatus* surveys (undertaken by Tata Steel) there have been no species-specific surveys undertaken to inform baseline condition. However, information from Tata Steel, local knowledge provided by Barry Stewart (Celtic Wildflowers), and the Natural Resources Wales SSSI Officer as well as the SSSI citation information has identified the following species to be present or likely present.

Birds

- 2.3.2** Kestrel *Falco tinnunculus* and stonechat *Saxicola rubicola* were noted on Site during a walkover survey completed in February 2025. The Site is also likely to support a range of breeding birds species associated with coastal habitats.

Great crested newt

- 2.3.3** Surveys of an existing dune slack pond within the Site, completed in 2022 and updated in June 2025 have recorded a medium population of great crested newts (GCN) *Triturus cristatus*, with a peak count of 14 GCN recorded in 2022 and 18 in 2025. No other ponds within 250 m of this pond have been found to support GCN. Further details on the survey methodology and results of the 2022 and 2025 survey are provided at **Appendix C**, as provided by Tata Steel.
- 2.3.4** As well as the existing dune slack pond providing suitable breeding habitat for GCN, the surrounding habitats within the Site also provide suitable terrestrial habitat for foraging and hibernating for this species.

Reptiles

- 2.3.5** The Site provides a variety of grassland sward heights and features suitable for hibernation such that the Site is likely to support common reptile species associated with the local area.



Invertebrates

- 2.3.6 Shrill carder bee *Bombus sylvarum* and small blue butterfly *Cupido minimus* are known from the local area and have the potential to occur within the Site. The areas of dune grassland are also likely to support a range of invertebrate species associated with these habitat types.

2.4 Landscape Character

- 2.4.1 Margam Burrows is characterised by a patchy, open dunes and wetland mosaic. Most of the Site lies within Local Character Area (LCA) 2: Margam Burrows and adjacent to Local Character Area (LCA) 1: Margam Marsh (to the east).
- 2.4.2 The Site closely aligns with the description as a coastal dune landscape with some intrusion from the nearby industrial complexes that affect its character, specifically *"this exposed coastal landscape comprises of sand dunes varying from approximately 5 m to 10 m in height. They are clothed in mainly Marram grass although erosion occurs in some areas. Scrub is invading in parts. There are no dwellings or other infrastructure and only minimal public right of way."* Note that there are no public rights of access into or through the Margam Burrows Site.
- 2.4.3 The east of the Site grades into the habitats associated with Margam Moors SSSI, the majority of which aligns with the LCA 1 description of *"flat, marshy wetland pasture, veined with drainage ditches and significant wetland vegetation"* and *"significant areas of marsh, eutrophic water and wetland habitats," alongside a "strong visual influence of the surrounding heavy industry."* As noted above, part of the Site is adjacent and partially within the Margam Moors SSSI, the latter designated for its important wetland habitats. However, the habitats within the area of the SSSI that lie within the Margam Burrows Site are more aligned with the LCA 2 habitats description, as described in **Section 2.2** above.
- 2.4.4 The immediate landscape is heavily influenced by industrial land uses, with the Tata Steel Plant and local industrial uses having a dominant visual presence, particularly in views from the east across the Bristol Channel.

At a broader scale, the landscape reflects the characteristics of National Character Area (NCA) 38: Swansea Bay. This region is part of a narrow coastal plain — a low-lying corridor situated between upland areas to the northeast and the sea to the southwest — marked by a strong presence of heavy industry and its function as a major transport corridor.

3 Management Plan Objectives

3.1 Net Biodiversity Benefit Overview

- 3.1.1 The Ecological Impact Assessment for the Proposed Development (Stantec, 2025a) describes the requirement, in line with Planning Policy Wales (Edition 12) and the Section 6 duty of the Environment (Wales) Act 2016, for the Proposed Development to deliver a Net Benefit for Biodiversity (NBB). Furthermore, NGET are mindful of their own reporting requirements to Ofgem to deliver Biodiversity Net Gain through development.

3.2 Management Plan Objectives

- 3.2.1 Taking into account the current Site conditions and requirements to deliver NBB in relation to the Proposed Development, the key objectives of this HMP are:

Objective 1: To establish the long-term management of the Site and deliver a NBB.

Objective 2: To manage the dynamic balance between open dunes, grassland and scrub, ensuring the maintenance of habitat diversity and preventing the dominance of any one habitat type to the detriment of others.

Objective 3: To maintain and enhance habitat features that support protected and notable species recorded within the Site, or which have the potential to be present or to colonise the Site, including but not limited to: breeding birds, great crested newt, reptiles, and invertebrates, through targeted habitat management and species-specific interventions.

Objective 4: To implement a programme of ecological monitoring to assess the effectiveness of habitat and species measures, and inform ongoing adaptive management decisions, Monitoring results will be used to identify emerging issues, track progress against defined success criteria, and guide responsive interventions where necessary.

- 3.2.2 These objectives provide the overall guiding principles for the management and monitoring prescriptions described in **Appendix D**.

3.3 Key Ecological Deliverables

- 3.3.1 In the context of the management plan objectives described above, the key ecological deliverables for this Site are summarised below with further details regarding establishment and management/monitoring provided in **Sections 5** and **6** respectively.

Habitat Creation Measures

- 3.3.2 The following habitat creation measures are to be delivered within the area of the Site which lies outside of the SSSI boundary:
- A new dune slack in areas currently dominated by red fescue *Festuca rubra* and burnet rose *Rosa spinosissima*;
 - New open dune habitat by reusing sand from dune slack creation to create open dune habitat on existing closed-sward south-facing dunes; and,
 - Multi-functional refugia through re-use of appropriately screened slag from Tata Steel in gabion baskets.



Habitat Enhancement Proposals

3.3.3 Habitat enhancement measures are to be delivered across the Site, including the areas both inside and outside of the SSSI area that falls within the Site. Habitat enhancement measures will include the following:

- Removing scrub from around the dune slack pond perimeter;
- Opening up south-facing dunes;
- Implementing management of the sand dune grassland habitat; and,
- Removing overly dominant grey willow *Salix cinerea*, sea buckthorn *Hippophae rhamnoides*, and creeping willow and burnet rose – ensuring a balance with open areas/early successional and sand dune grassland.

Species Measures

3.3.4 Species-specific measures will include the:

- Provision of gabion baskets for great crested newt, reptiles and invertebrates outside of the SSSI Boundary;
- Retention of defined areas of scrub habitat for nesting birds across the Site (both inside and outside of the SSSI);
- Encouragement (potentially through sowing of seed) of kidney vetch *Anthyllis vulneraria* colonisation for shrill carder bee and small blue butterfly within areas outside of the SSSI boundary; and,
- Monitoring and control of invasive non-native species across the Site, if required.

4 Biodiversity Management Plan Responsibilities

4.1 Ownership and Management Responsibilities

- 4.1.1 This HMP relates to the Site at Margam Burrows which is wholly owned by Tata Steel UK Ltd, as shown in **Figure 1**.
- 4.1.2 The responsibility for the funding and delivery of this HMP lies with NGET. It is anticipated the HMP will be secured by Planning Condition and/ or S106 relating to the Proposed Development of the sub-station extension at Margam, or other appropriate legal agreement, to be agreed with NPTC.
- 4.1.3 Whilst NGET will be responsible for delivery of this HMP, Contractors may be appointed by NGET to deliver some, or all of, the elements described in this HMP. All ecological monitoring for habitats and species will be carried out by suitably qualified ecologists under instruction from NGET, in accordance with the HMP.

4.2 Habitat Management Plan Period and Review Schedule

- 4.2.1 This HMP refers to the establishment of habitat creation and enhancement works and the creation of features for species, followed by the management and monitoring of the Site over a 30-year period. The site Establishment Works will take place commencing from the first appropriate seasonal window for the Establishment Works after the Proposed Development for the Margam Substation secures planning consent and the appropriate legal agreements for the Site and the HMP are secured. The Establishment Works will be considered year "0", with the subsequent management and monitoring commencing in the following calendar year (i.e. Year 1 of HMP).
- 4.2.2 Periodic reviews of this HMP, enabling an adaptive response to monitoring outcomes, will be undertaken. Such reviews will take place, as a minimum, every 6 years, with monitoring outcomes and any resultant proposed changes to management and monitoring prescriptions described in Management Plan updates, to be agreed with Neath Port Talbot Council (NPTC).



5 Establishment Works

- 5.1.1 Prior to undertaking any habitat creation and enhancement works detailed below, the appropriate consents in relation to working in and within proximity to a SSSI will be applied for and granted by Natural Resources Wales (NRW), where required. This HMP also takes into account any species-specific licensing requirements, dependent on issues such as timing of works, use of machinery and herbicides. For example, it is anticipated that works on the dune slack may be able to progress under a Precautionary Method of Work with respect to great crested newts, if the works are planned and timed appropriately. In addition, where appropriate works will be overseen by an appropriately experienced/ licenced ecological clerk of works. All contractors undertaking works will adhere to best practice methodologies to avoid damage to retained habitat features and prevent pollution/ contamination of the Site and adjacent SSSI. This approach is subject to agreement with NRW and NPTC and the HMP will be updated accordingly.
- 5.1.2 Subject to the implementation of the above and specific measures discussed below it is not anticipated that the proposals will have a significant adverse impact on protected species, with the proposals in the long-term resulting in a significant positive benefit to populations of protected species and the favourable conservation status of GCN at the local level.

5.2 Habitat Creation Measures

- 5.2.1 The habitat creation measures proposed for the Site as described below are shown in the Proposed Habitat Creation and Management Measures – Overview (**Figure 2**) and Proposed Habitat Creation – Illustrative Design Details (**Figure 3**). A photograph of another recently created dune slack is also provided in **Appendix E**.
- 5.2.2 An annualised monthly schedule for the timing of the proposed habitat creation measures is provided at **Appendix F**.
- 5.2.3 For clarity, the habitat creation measures described below are considered to be completed in Year 0 of the management plan, with Year 1 of the management and monitoring activities considered to be the next calendar year/season following completion of these initial habitat creation measures.

Dune Slack

- 5.2.4 It is proposed that a new dune slack is created in lower value areas currently dominated by red fescue and burnet rose. Topographical survey of existing (recently created dune slack to the south of Margam Burrows Site) and proposed dune slack areas will be undertaken to determine the levels required for creation and to determine the suitable depth for the new dune slack creation. The existing levels of the recently created dune slack just to the south of the Margam Burrows site (shown in **Appendix E**) have created a shallow dune slack pond due to the underlying groundwater levels. Based on the observations made of the recently created dune slack pond, it is anticipated that the proposed dune slack will be less than 500 mm deep at its deepest point, tapering to existing ground levels. Works to create the Dune Slack are proposed to be undertaken in the summer months to coincide with when the newt population is focussed on the existing dune slack pond and when reptiles are active, to avoid killing or injury to these animals (and contravention of the legislation which protects them). It is anticipated, based on the short, closed-sward nature of the vegetation within the proposed dune slack footprint (see **Appendix B**) that it will be possible to hand-search the works area to confirm newt and reptile absence prior to commencement of the dune slack creation.

South-Facing Dunes

- 5.2.5 South-facing dunes will be opened-up to create open dune habitat. Open dune creation will be undertaken as per the guidelines within the Sand Dune Managers Handbook (Denning, L., 2024) noting that large-scale “notches” within the dunes are not envisaged here and instead



Habitat Management Plan

materials from the dune slack creation (see above), will be placed on the front of the closed dunes, to create an open sand habitat during the summer months. The vegetation of the south-facing dune will be hand-searched prior to works to confirm absence of features suitable for reptiles or amphibians where the sand is to be placed. In the unlikely event that animals are found, these will be encouraged into adjacent habitat, or an alternative placement of the sand arisings will be sought.

Gabion Baskets

- 5.2.6 A total of seven gabion baskets, 1 m³ filled with appropriately screened slag (the slag to be provided by Tata Steel to National Grid) are to be installed with the Site. Their approximate location with the Site and an illustrative example of a design for such a feature is provided in **Figure 2** and **Figure 3**. These will also be installed at the same time as the works to create the dune slack (summer months), such that these features are then available to reptiles and amphibians the following autumn/winter.

5.3 Habitat Enhancement Measures

Existing Dune Slack Pond

- 5.3.1 The existing dune slack pond is to be enhanced through the removal of scrub within 2 m of the perimeter of the ponds and to remove any scrub overhanging the southern or eastern side of the dune slack pond. Works are to be undertaken at the end of autumn/winter (November to January) when reptiles and great crested newt are likely to still be hibernating (noting that coastal populations of great crested newt in southern Britain have the potential to emerge from hibernation in February). This period also avoids the breeding bird season. Scrub is to be cut to a height of 150 mm and cut material is to be placed in piles, up to 1 m high around the pond perimeter to provide hibernation/ refuges for great crested newt as well as reptiles. Stumps are to be spot-treated with a herbicide (subject to approval from NRW) to prevent regrowth.

Scrub Removal

- 5.3.2 Grey willow, sea buckthorn, creeping willow and burnet rose will be reduced in extent such that the cover of scrub does not exceed 25% of the Site area. Scrub is to be cut to a height of 150 mm undertaken at the end of autumn/winter (November to January), when GCN and reptiles are likely hibernating and to avoid the nesting bird period. Cut material is to be re-used as habitat piles (e.g. against the northern-face of the gabion baskets or in other suitable locations agreed with a suitably qualified ecologist on site). Any materials not re-used in this way will be ideally chipped on Site, or removed and disposed of appropriately. Stumps are to be spot-treated with a herbicide (subject to approval from NRW) to prevent regrowth.
- 5.3.3 Owing to the topography of the Site, the use of Roboflails¹ to remove scrub may be a safer and more practical means of removing younger scrub or low-growth/regenerating scrub. Hand-tools will be required for more established scrub management/control.

Grassland Management

- 5.3.4 Approximately 30% of the sand dune grassland which occurs across the majority of the Site is to be cut to c.150 mm above ground level, using a Roboflail or similar (given the uneven topography of the Site). Following this initial cut the remaining grassland is to be cut on a rotational basis every three years, with no more than 30% of the grassland cut within a given management period. Cutting of the grassland is to be completed during August to September to ensure species such as reptiles can move out of the way of the management activities.

¹ <https://www.groundserv.co.uk/product/robocut-remote-control-flail-mower-hire/>



5.4 Species Measures

5.4.1 The habitat measures described above will support enhancement and diversification of habitats within the Site, in turn this will also provide enhanced diversity and quality of habitats for a range of species. Further specific measures to be created within the Site to provide enhancements for protected or otherwise notable species include the following:

- Retention of scrub habitat for nesting birds, 25% of the scrub will be retained to provided nesting habitat for birds.
- Encourage kidney vetch colonisation, including sowing of seed of local provenance (where available) in the bare areas of sand created by the habitat creation and management works in the area of Margam Burrows outside of the SSSI. Sowing should be completed in the autumn (September) after the habitat creation works.
- With respect to invasive and non-native species, whilst invasive non-native species, such as Japanese knotweed *Fallopia japonica* and Himalayan balsam *Impatiens glandulifera* are absent from the Site, the continued absence of these species and any other invasive non-native plant species will be a positive indicator sought during monitoring, with appropriate management put in place should they be identified.

6 Management and Monitoring

- 6.1.1 Management and monitoring prescriptions by habitat type are provided in **Appendix D**. A schedule of activities by management year is provided in **Appendix G**. Note that all management activity frequencies, extents and approaches are subject to adjustment, depending on the outcomes of monitoring.

6.2 Assessment Methodology

- 6.2.1 Key attributes for which the success of the HMP is to be measured against have been established for key ecological features within the Site, as summarised in **Table 6.1**.
- 6.2.2 The attributes that have been identified will be used to measure the effectiveness of the management prescriptions for habitats, populations of birds, great crested newt, reptiles and invertebrates, initially over years 1-6 of the HMP.

Table 6.1 Assessment Attributes

Ecological Feature	Attributes
Dune slack pond	Pond contains 50% open water and perimeter shading is <50%
	Less than 1 % of the vegetation cover is made up of non-native species
South-facing dunes	Bare ground or sand present but no more than 10% of total area with remaining area comprising grassland
	Kidney vetch, if present, occurs as 'occasional' overall within the grassland sward, as recorded on a DAFOR scale.
	Less than 1% of the vegetation cover is made up of non-native species. This includes sea buckthorn
Scrub and trees	Less than 25% of the vegetation cover across the Site is made up of scrub and scattered trees
Breeding birds	Site provides a complex of habitats for foraging and nesting birds
Great crested newt	Peak count of at least 10-20 great crested newts recorded during population monitoring surveys
Reptiles	Presence of suitable open patches and variation in vegetation structures and topography close to ground levels (qualitative assessment based on professional judgement and in agreement with NPTC).
	Hibernacula/ Gabion features remain intact and suitable for use by reptiles
Invertebrates	Invertebrate species assemblage to include notable species, ideally including shrill carder bee.

6.3 Vegetation Management and Monitoring

Habitat surveys

Monitoring of the established and retained habitats will be undertaken from year 3, and every 3 years thereafter (subject to the results of the monitoring surveys), during which the structure and extent of the habitats present will be reviewed. An assessment of the dune slack pond will also be undertaken.

Monitoring will comprise a botanical survey undertaken in June of each monitoring year following Phase 1 Habitat Survey methodology (JNCC, 2010) to map broad habitat types and extents. NVC survey methodology will be used for the parcels of habitats which were the focus of the NVC surveys undertaken in 2022 and may be extended to same other areas within the Site, if considered appropriate by the surveyor. Fixed-point photography will also be used. Combined, these survey approaches will provide an assessment of overall habitat extents and diversity, compared to the baseline position. Key targets sought in these surveys will include identification of increased plant diversity, with the absence of undesirable or invasive species, and confirmation that scrub cover does not exceed 25% of the Site area.

The sand dune grassland is to be managed through a cut to c. 100-150mm m using a roboflail or similar to support grassland diversity and discourage scrub establishment. One third of grassland is to be cut within any given management period, with management undertaken every 3 years.

Scrub and Trees

- 6.3.1 Monitoring of the extent of scrub/young tree encroachment through fixed-point photography and/or GPS will be undertaken in the summer every 3 years. This will determine whether the scrub and young tree extent has increased, informing if above-ground removal (and stump treatment if required) should be undertaken in the following November-February inclusive (avoiding active great crested newt, reptile and breeding bird season).
- 6.3.2 Areas of scrub will be managed every five years to retain the scrub extent at 25% of baseline position. However, it is important to note that the retention of some scrub and trees is required to provide sheltered habitat across the Site and to contribute to the overall diversity of habitats within the Site. For example, the maintenance of a mosaic of scattered scrub and dune habitats is ideal to support notable species known to be associated with the Site, such as, breeding birds and a diversity of invertebrate species. The decision regarding the extent of scrub clearance should therefore consider the extent of scrub and the results of species monitoring together (see **Section 6.4** below).

6.4 Species Management and Monitoring.

- 6.4.1 The monitoring outlined in this section will help assess the success of the habitat creation and enhancement measures provided for species within the Site and identify any need for adaptive management to support these species.

Great Crested Newt

- 6.4.2 Population surveys, comprising six visits completed during March to June, with at least three of the surveys completed before mid-May, using a combination of bottle trapping and torch surveys (as per Langton *et al.* 2001) are to be completed every 3 years.

Reptiles

- 6.4.3 The monitoring proposed is a simple check of the gabion baskets constructed for reptiles to make sure that these features remain suitable for use by reptiles during the Management Plan period.



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Invertebrates

- 6.4.4 Invertebrate surveys will be conducted every 6 years through the Management Plan period, including a survey visit in the spring, summer and autumn periods. The survey will follow good practice guidance and will seek to determine the species present and their conservation value.

Invasive Non-Native Species Monitoring

- 6.4.5 Monitoring of Japanese knotweed and Himalayan balsam (and any other invasive non-native species) will occur alongside surveys during the habitat assessment. If these species are recorded during the monitoring sessions, then appropriate control measures will be implemented to control and prevent further spread of these species. This monitoring will take place in year 3 and every 3 years thereafter.

6.5 Remedial Measures

Remedial measures will be necessary where monitoring identifies that the objectives of the HMP are not being achieved. Changes to management or other measures will be initially identified by NGET and their appointed ecologist and the HMP will be amended and submitted to the NPTC for approval prior to the implementation of any revised management prescriptions.

- 6.5.1 Any loss, damage, vandalism or other deleterious impact to habitats will require immediate intervention. Any appropriate measures shall be implemented within the appropriate timeframe and as advised by the NGET appointed ecologist, arboriculturist or other relevant professional carrying out the monitoring.
- 6.5.2 After the Initial 6-year period (years 1- 6 of this HMP) the success of the management prescriptions will be reviewed. Any changes or additions to the approach to management or monitoring will need to be agreed by NPTC through an update to this HMP. Where monitoring is suggesting that the attributes set out in **Table 6.1** of the HMP are not being met, suggestions for remedial measures are to be submitted to NPTC for approval.



7 Conclusion

- 7.1.1 This Habitat Management Plan sets out a comprehensive framework for the proposed habitat creation, enhancement, and long-term management and monitoring of the Margam Burrows Site. Developed in alignment with Planning Policy Wales and the Environment (Wales) Act 2016, the plan supports NGET's commitment to delivering a measurable Net Benefit for Biodiversity for the proposed Margam Substation project through the described interventions and commitments to ongoing management and monitoring at the Margam Burrows Site.
- 7.1.2 The objectives outlined in this HMP address the core ecological challenges identified, including the opportunity to create and enhance dune slack habitat and the need for control of scrub encroachment, and the enhancement of habitat features for protected and notable species. A robust programme of monitoring and adaptive management underpins these objectives, ensuring that ecological outcomes can be tracked, evaluated, and refined over time.
- 7.1.3 Implementation of this plan, alongside ecological mitigation and compensation proposed for the Proposed Development Site at the Margam Substation, will contribute to the resilience of local ecosystems, support biodiversity targets, and demonstrate best practice in integrating ecological stewardship with essential infrastructure development. The HMP will be reviewed on a six-year cycle, or sooner if required, to ensure it remains responsive to Site conditions, monitoring results, and evolving operational requirements.

8 References

Denning, L., Pugh, M., Pitts., V., and Dynamic Dunescape partners (2024). The Sand Dune Managers Handbook. Version 2, September 2024. Produced for the Dynamic Dunescape (DuneLIFE) project: LIFE17 NAT/UK/000570; HG-16-08643.

JNCC (2010). Handbook for Phase 1 habitat survey. A technique for environmental audit. Joint Nature Conservancy Council. Peterborough.

Langton, T.E.S., Beckett, C.L., and Foster, J.P. (2001), Great Crested Newt Conservation Handbook, Froglife, Halesworth.

Stantec (2025a) Ecological Impact Assessment Report. Margam Substation. Report for National Grid Electricity Transmission.

Stantec (2025b) Landscape and Habitat Management Plan. Margam Substation. Report for National Grid Electricity Transmission.

Stantec (2025c) Green Infrastructure Statement. Margam Substation Extension. Report for National Grid Electricity Transmission.



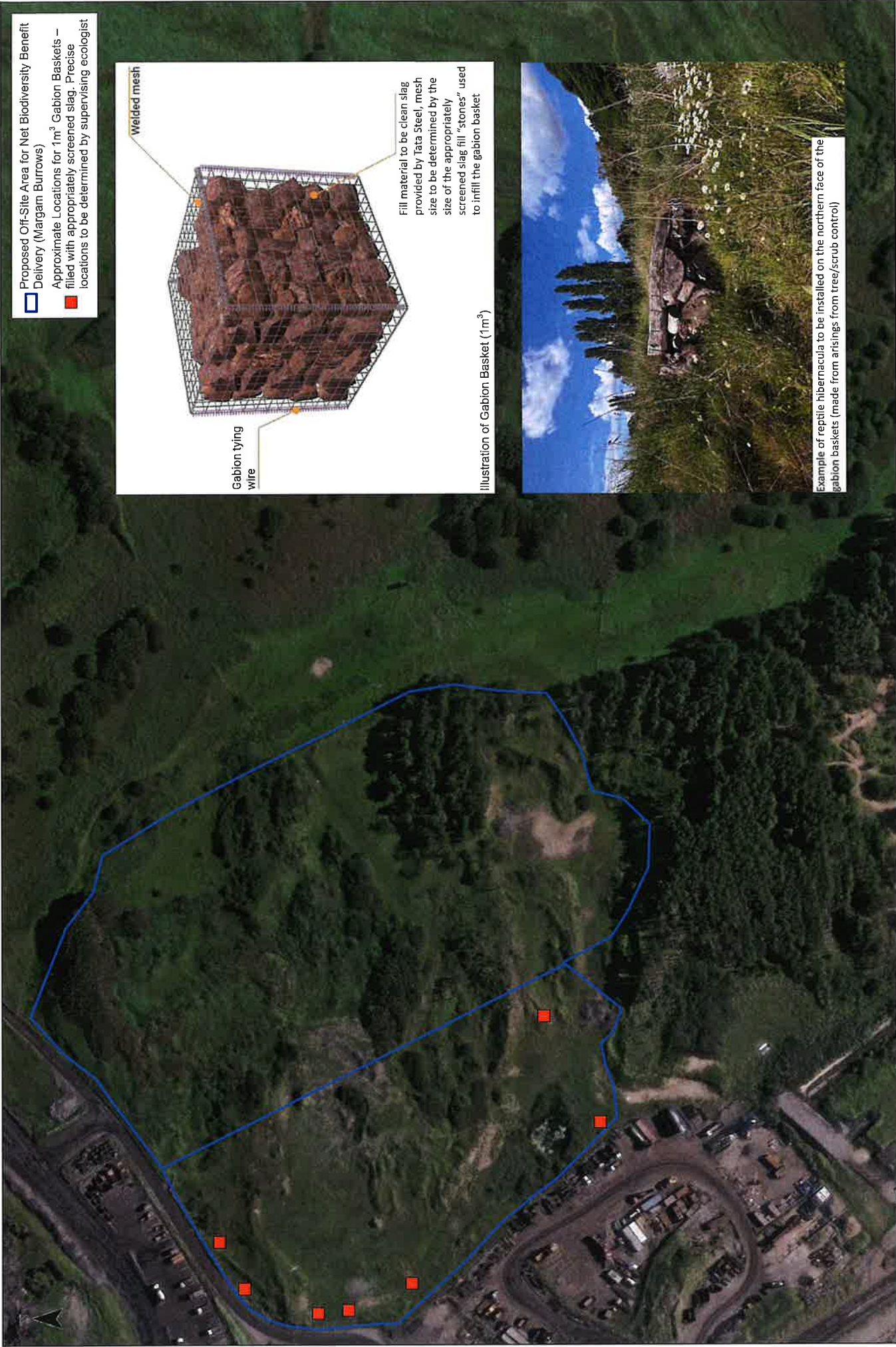
9 Figures

Figure 1: Site Location Plan

Figure 2: Overview of Habitat Creation and Management Areas

Figure 3: Illustrative Design Details

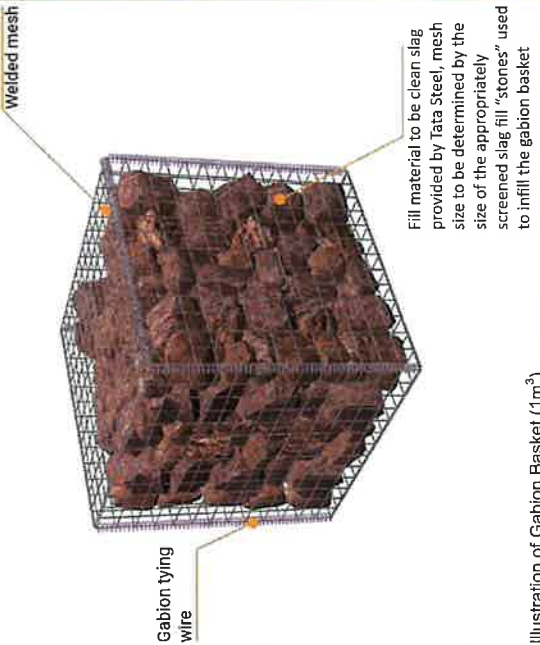




Proposed Off-Site Area for Net Biodiversity Benefit Delivery (Margam Burrows)

Approximate Locations for 1m³ Gabion Baskets –

- filled with appropriately screened slag. Precise locations to be determined by supervising ecologist



Appendix A Extracts from RSK Biocensus (2022) Tata Steel UK Ltd. Electric Arc Furnace. National Vegetation Classification (NVC) Survey.



3.5 Sand dunes

Series 9

- 3.5.1 A 7.5 ha area of fixed dunes to the south of the site is approximately 50% forested, the rest being comprised of a variety of sand dune communities. Five 2x2 m quadrats were taken here but contiguous stands of vegetation were hard to find and the series as a whole lacks homogeneity.
- 3.5.2 The area is species-rich, with a total of 67 taxa recorded in all quadrats and an average of 22.4 in individual quadrats. It is characterized by dry, neutral, sandy soils of low fertility.
- 3.5.3 Only Sand Sedge was present in all quadrats, and only Biting Stonecrop and Buck's-horn Plantain were present in 4 of the 5 quadrats, demonstrating the disparate nature of these samples. Some of the westernmost quadrats had a more obvious maritime influence, with species such as Sea Spurge (*Euphorbia paralias*) and Sand Cat's-tail (*Phleum arenarium*), while others to the east had characteristic species of dune slacks such as Creeping Willow (*Salix repens*) and Dewberry (*Rubus caesius*).

Table 9: five 2x2 m quadrats of vegetation in dune grassland west of Margam Moors

Name	1	2	3	4	5	Freq.	Range
<i>Carex arenaria</i> (Sand Sedge)	3	1	3	2	5	V	0-5
<i>Sedum acre</i> (Biting Stonecrop)	3	5	-	1	2	IV	0-5
<i>Plantago coronopus</i> (Buck's-horn Plantain)	2	4	-	2	3	IV	0-4
<i>Hypnum lacunosum</i> (Great Plait-moss)	6	6	-	-	7	III	0-7
<i>Rubus caesius</i> (Dewberry)	5	-	7	2	-	III	0-7
<i>Lotus corniculatus</i> (Common Bird's-foot-trefoil)	4	5	4	-	-	III	0-5
<i>Centaurea erythraea</i> (Common Centaury)	2	5	-	1	-	III	0-5
<i>Ononis repens</i> (Common Restharrow)	3	1	-	5	-	III	0-5
<i>Arenaria serpyllifolia</i> (Thyme-leaved Sandwort)	2	3	-	-	3	III	0-3
<i>Erodium cicutarium</i> (Common Stork's-bill)	1	3	-	-	2	III	0-3
<i>Jacobaea vulgaris</i> (Common Ragwort)	1	3	-	2	-	III	0-3
<i>Luzula campestris</i> (Field Wood-rush)	1	-	-	2	1	III	0-2
<i>Pilosella officinarum</i> (Mouse-ear-hawkweed)	2	-	-	1	1	III	0-2
<i>Festuca rubra</i> (Red Fescue)	-	-	-	8	5	II	0-8
<i>Rosa spinosissima</i> (Burnet Rose)	-	-	-	8	3	II	0-8
<i>Cladonia rangiferina</i> (a 'Reindeer-moss' lichen)	-	7	-	-	6	II	0-7
<i>Homalothecium lutescens</i> (Golden Feather-moss)	-	-	-	4	5	II	0-5
<i>Agrostis stolonifera</i> (Creeping Bent)	-	2	4	-	-	II	0-4



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Name	1	2	3	4	5	Freq.	Range
<i>Fragaria vesca</i> (Wild Strawberry)	4	-	1	-	-	II	0-4
<i>Erigeron</i> sp. (a Fleabane)	1	3	-	-	-	II	0-3
<i>Euphorbia paralias</i> (Sea Spurge)	3	2	-	-	-	II	0-3
<i>Geranium molle</i> (Dove's-foot Crane's-bill)	2	-	-	-	1	II	0-2
<i>Holcus lanatus</i> (Yorkshire-fog)	-	2	-	2	-	II	0-2
<i>Lysimachia arvensis</i> (Scarlet Pimpernel)	-	2	-	-	1	II	0-2
<i>Oenothera *fallax</i> (Intermediate Evening-primrose)	2	-	-	-	2	II	0-2
<i>Peltigera</i> c.f. <i>membranacea</i> (a Dog-lichen)	-	2	-	-	2	II	0-2
<i>Vicia sativa</i> (Common Vetch)	-	-	2	2	-	II	0-2
<i>Cirsium arvense</i> (Creeping Thistle)	1	-	-	1	-	II	0-1
<i>Taraxacum</i> sect. <i>Taraxacum</i> (Common Dandelion)	1	-	-	-	-	I	0-1
<i>Euphrasia nemorosa</i> (Common Eyebright)	-	-	5	-	-	I	0-5
<i>Potentilla reptans</i> (Creeping Cinquefoil)	-	-	5	-	-	I	0-5
<i>Salix repens</i> (Creeping Willow)	-	-	5	-	-	I	0-5
<i>Echium vulgare</i> (Viper's-bugloss)	-	4	-	-	-	I	0-4
<i>Lathyrus pratensis</i> (Meadow Vetchling)	-	-	4	-	-	I	0-4
<i>Plantago lanceolata</i> (Ribwort Plantain)	-	-	-	4	-	I	0-4
<i>Aira praecox</i> (Early Hair-grass)	-	-	-	-	3	I	0-3
<i>Anacamptis pyramidalis</i> (Pyramidal Orchid)	-	-	-	3	-	I	0-3
<i>Carduus tenuiflorus</i> (Slender Thistle)	-	-	-	-	3	I	0-3
<i>Crepis capillaris</i> (Smooth Hawk's-beard)	-	-	-	-	3	I	0-3
<i>Poa compressa</i> (Flattened Meadow-grass)	-	-	-	3	-	I	0-3
<i>Sonchus arvensis</i> (Perennial Sow-thistle)	-	-	3	-	-	I	0-3
<i>Trifolium arvense</i> (Hare's-foot Clover)	-	-	-	-	3	I	0-3
<i>Vulpia bromoides</i> (Squirreltail Fescue)	-	3	-	-	-	I	0-3
<i>Carex hirta</i> (Hairy Sedge)	-	-	2	-	-	I	0-2
<i>Carex leporina</i> (Oval Sedge)	-	-	2	-	-	I	0-2
<i>Carex flacca</i> (Glaucous Sedge)	-	-	2	-	-	I	0-2
<i>Coincya monensis</i> ssp. <i>cheiranthos</i> (Wallflower Cabbage)	2	-	-	-	-	I	0-2
<i>Dactylis glomerata</i> (Cock's-foot)	-	-	-	-	2	I	0-2



Name	1	2	3	4	5	Freq.	Range
<i>Equisetum arvense</i> (Field Horsetail)	-	-	2	-	-	1	0-2
<i>Ervia hirsuta</i> (Hairy Vetch)	-	-	2	-	-	1	0-2
<i>Helminthotheca echioides</i> (Bristly Ox-tongue)	-	2	-	-	-	1	0-2
<i>Linum catharticum</i> (Fairy Flax)	-	-	2	-	-	1	0-2
<i>Ophrys apifera</i> (Bee Orchid)	-	-	-	2	-	1	0-2
<i>Phleum arenarium</i> (Sand Cat's-tail)	2	-	-	-	-	1	0-2
<i>Poa pratensis</i> (Smooth Meadow-grass)	-	2	-	-	-	1	0-2
<i>Salix cinerea</i> ssp. <i>oleifera</i> (Rusty Willow)	-	-	2	-	-	1	0-2
<i>Trifolium pratense</i> (Red Clover)	-	-	2	-	-	1	0-2
<i>Verbascum thapsus</i> (Great Mullein)	-	2	-	-	-	1	0-2
<i>Veronica arvensis</i> (Wall Speedwell)	-	-	-	-	2	1	0-2
<i>Anthyllis vulneraria</i> (Kidney Vetch)	-	-	-	1	-	1	0-1
<i>Blackstonia perfoliata</i> (Yellow-wort)	-	-	1	-	-	1	0-1
<i>Crepis vesicaria</i> (Beaked Hawk's-beard)	-	-	-	1	-	1	0-1
<i>Medicago lupulina</i> (Black Medick)	-	-	-	1	-	1	0-1
<i>Poa annua</i> (Annual Meadow-grass)	-	-	-	-	1	1	0-1
<i>Ranunculus repens</i> (Creeping Buttercup)	-	-	1	-	-	1	0-1
<i>Rumex crispus</i> (Curled Dock)	-	-	1	-	-	1	0-1
<i>Sinapis arvensis</i> (Charlock)	-	1	-	-	-	1	0-1
Matching co-efficients: SD7 43.23; SD7c 40.51; SD8 38.59; SD7a 38.38; SD7d 38.01; SD16 37.04; SD7e 36.85; SD8a 35.73; SD16a 34.70; SD16b 33.01							

- 3.5.4 Surprisingly this series showed a fairly strong affinity with the SD7 *Ammophila arenaria* - *Festuca rubra* semi-fixed dune community (undifferentiated)(43.23%), SD7c - the same community in its *Ononis repens* community (40.51%) and the SD8 *Festuca rubra* - *Galium verum* fixed dune grassland community (38.59%).

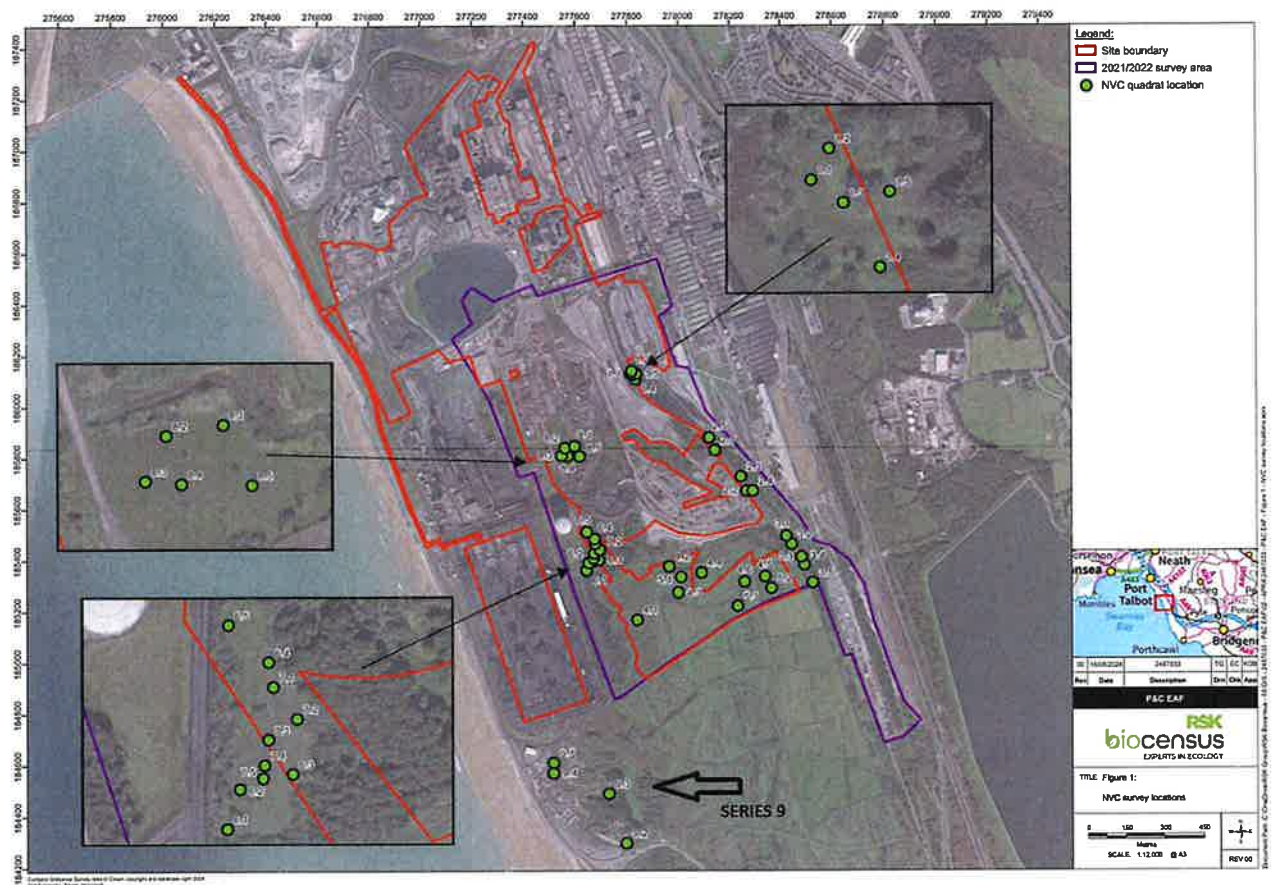


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would help to prevent build-up in the next layer and keep soil fertility low.

Dune grassland

- 4.1.8 The southern area of dune grassland and coniferous woodland is in some ways analogous to nearby areas of open mosaic habitat, being rich in annuals and ephemerals by virtue of low nitrogen availability and low soil moisture. The area is fairly species-rich, with 72 taxa recorded. Dune grassland is afforded priority habitat status and listed under Section 7 of the Environment (Wales) Act 2016. In addition, it forms a valuable buffer to areas of high ecological value to the east and south.
- 4.1.9 As with open mosaic habitat, this habitat can be lost to scrub and woodland encroachment. It is also vulnerable to disturbance from vehicles. Conservation efforts should focus on limiting vehicle traffic and preventing scrub encroachment. As a highly limited resource, this is not usually a habitat that can be replaced by biodiversity offsetting, limiting the potential of this area for future development.



Appendix B Photographs from walkover survey undertaken in February 2025

View of creeping willow and willow scrub encroachment around existing dune slack pond and closed sward of adjacent dunes.



Overview of creeping willow and other scrub encroachment into dune grassland. Tata Steel and industrial area to the north and west beyond the Margam Burrows site.



Project Number: 331201497

[https://stantec.sharepoint.com/teams/MargamPortTalbot-2/Shared Documents/Comment Received from NG&Legal-23_07_25/Ecology/Habitat Management Plan \(Margam Burrows\)/331201497_Habitat Mgmt. Plan_Margam Burrows.docx](https://stantec.sharepoint.com/teams/MargamPortTalbot-2/Shared Documents/Comment Received from NG&Legal-23_07_25/Ecology/Habitat Management Plan (Margam Burrows)/331201497_Habitat Mgmt. Plan_Margam Burrows.docx)

Habitat Management Plan

Tree and scrub encroachment into sand dune habitat within Margam Burrows (this showing the section of Margam Burrows within the Margam Moors SSSI boundary)



Showing closed-sward of south-facing dune



Showing closed-sward fescue-dominated area (with plentiful young growth of burnet rose) proposed for



Project Number: 331201497

[https://stantec.sharepoint.com/teams/MargamPortTalbot-2/Shared Documents/Comment Received from NG&Legal-23_07_25/Ecology/Habitat Management Plan \(Margam Burrows\)/331201497_Habitat Mgmt. Plan_Margam Burrows.docx](https://stantec.sharepoint.com/teams/MargamPortTalbot-2/Shared Documents/Comment Received from NG&Legal-23_07_25/Ecology/Habitat Management Plan (Margam Burrows)/331201497_Habitat Mgmt. Plan_Margam Burrows.docx)

Habitat Management Plan

creation of new dune slack



Areas of sward diversity where sand-dominated area gives way to underlying area of slag deposit. These areas to be maintained as part of diversity of Margam Burrows Site.



Project Number: 331201497

Appendix C GCN Survey Reports (RSK Biocensus, 2024; RSK Biocensus 2025)



Tata Steel UK Limited

Electric Arc Furnace

Great Crested Newt Survey Report

2487033 P&C EAF (Rev00)

MAY 2024

RSK
biocensus
EXPERTS IN ECOLOGY

RSK GENERAL NOTES

Project No.: 2487033

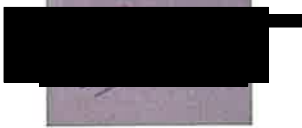
Title: Electric Arc Furnace – Great Crested Newt Survey Report

Client: Tata Steel UK Limited

Date: May 2024

Office: Cardiff

Status: Rev 00

Author	Kailey O'Brien	Technical and Quality reviewer	Mark Lang Technical Director FCIEEM, CEcol, CEnv
Signature		Signature	
Date:	20/05/2024	Date:	29/05/2024
Project manager	Alexandra Ellis Principal Ecologist MCIEEM		
Signature			
Date:	31/05/2024		

RSK Biocensus (RSK) has prepared this report for the sole use of the client, showing reasonable skill and care, for the intended purposes as stated in the agreement under which this work was completed. The report may not be relied upon by any other party without the express agreement of the client and RSK. No other warranty, expressed or implied, is made as to the professional advice included in this report.

Where any data supplied by the client or from other sources have been used, it has been assumed that the information is correct. No responsibility can be accepted by RSK Biocensus for inaccuracies in the data supplied by any other party. The conclusions and recommendations in this report are based on the assumption that all relevant information has been supplied by those bodies from whom it was requested.

No part of this report may be copied or duplicated without the express permission of RSK and the party for whom it was prepared.

Where field investigations have been carried out, these have been restricted to a level of detail required to achieve the stated objectives of the work.

This work has been undertaken in accordance with the quality management system of RSK Biocensus.

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EXECUTIVE SUMMARY

The report presents the findings of great crested newt surveys carried out on land at Tata Steelworks in Port Talbot, South Wales. A Habitat Suitability Index assessment survey was carried out on 17th March 2022 with environmental DNA surveys undertaken on 27th and 28th April 2022, respectively. Presence/ absence surveys and subsequent population surveys were carried out between mid-April and mid-June 2022. This report has been produced to support the Electric Arc Furnace project. The surveys were based on the 2021/2022 survey area (the boundary of the previous iteration of the project), no additional surveys were undertaken with the update to the red line boundary as there were no additional waterbodies impacted.

The purpose of this survey was to establish the presence or absence of great crested newt in connection with the proposed development. The desk study returned records of great crested newt within 2 km of the site, the nearest record approximately 2 km south of the site.

A medium population of great crested newt were identified within one waterbody (waterbody 2) over 250 m from the proposed development. GCN were not identified within any aquatic habitat within the proposed development site.

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1.0 INTRODUCTION

1.1 Purpose of This Report

- 1.1.1 The report presents the findings of great crested newt (GCN; *Triturus cristatus*) surveys carried out on land at Tata Steelworks in Port Talbot, South Wales (central Grid Ref SS 77524 86021). The area termed 'the site' throughout this report is delineated on Figure 1 by the red-line boundary.
- 1.1.2 Surveys were commissioned to inform the planning process and Environmental Statement ecology chapter in respect to GCN using the site. The surveys were undertaken to determine the presence of GCN at the site, identify if GCN could be affected by the proposals and, if necessary, inform a mitigation strategy to reduce impacts to non-significant levels.

1.2 Background

- 1.2.1 The GCN surveys were carried out between March and June 2022 within the 2021/2022 survey area (shown in purple in Figure 1). Subsequently, adjustments were made to the proposed development, however, no additional suitable aquatic or terrestrial habitat with connectivity to the wider landscape was identified for further survey (shown in red in Figure 1).

1.3 Ecological Context

- 1.3.1 A preliminary ecological appraisal (PEA), including a background data search (BDS) was completed by RSK (RSK, October 2021). Records of GCN were identified during the BDS, within 2 km of the red line boundary. Habitat within the red line boundary was identified as suitable for GCN and common species of amphibian during the PEA.
- 1.3.2 The 162.7 ha site is located to the south-east of the town of Port Talbot. The site is industrial and dominated by buildings and bare ground/ developed land. Open mosaic habitat is the most dominant habitat type comprising a mixture of scrub, grassland and ephemeral vegetation. There are a number of channels throughout the site and one large lake associated with the steelworks, located at the northern extent of the site.
- 1.3.3 The site is immediately bordered to the north, east and west by Tata Steelworks with coastal floodplain grassland, reedbed, an access road and Margam Moors Site of Special Scientific Interest (SSSI) adjacent to the south of the site. The surrounding landscape is a mixture of woodland, hedgerows, waterbodies (reservoir), coastal floodplain grassland and residential properties within Margam. Swansea Bay (Bristol Channel) is located approximately 880 m west of the site.

1.4 Development Proposals

- 1.4.1 The Proposed Development will require the demolition of existing buildings and structures, and the construction of a new EAF steel production facility. The Proposed

Development also includes a scrap metal handling facility and associated scrap yards, slag processing facility, chemical and material storage structures, buildings, handling systems, electrical control rooms and power infrastructure, laboratories, offices and ancillary facilities, together with new and amended transport infrastructure, landscaping and associated development.

2.0 METHODOLOGY

- 2.1.1 Thirteen waterbodies were identified through the PEA and aerial imagery for further GCN surveys. Twelve of them were within the 2021/2022 survey area, of these seven are within the updated red-line boundary (see Figure 1). One waterbody (waterbody 2) is over 250 m from the red line boundary. Waterbody 2 was originally over 500 m from the 2021/2022 survey area and was included in the assessments as a potential translocation waterbody, if a population of GCN was identified within the site.

2.2 Habitat suitability index

- 2.2.1 Habitat Suitability Index assessments (HSI) were completed on 17 March 2022 to assess each waterbody for their suitability to support GCN.
- 2.2.2 The HSI uses ten factors (suitability indices (SI) 1 to 10), which are thought to affect GCN, as follows:
- geographic location (SI 1);
 - surface area (SI 2);
 - hydrology (drying) (SI 3);
 - water quality (SI 4);
 - shade (SI 5);
 - presence of water fowl (SI 6);
 - presence of fish (SI 7);
 - number of adjacent water features (SI 8);
 - terrestrial habitat (SI 9); and
 - macrophyte cover (SI 10).
- 2.2.3 Each factor is scored and the scores are converted to SI scores on a scale from 0.01 to 1 from graphs given in Oldham *et al.* (2000).
- 2.2.4 Further research by Brady (unpublished) has developed a system for using HSI scores to define waterbody suitability for GCN according to the following categories:
- HSI < 0.5 = poor
 - HSI 0.5 – 0.59 = below average
 - HSI 0.6 – 0.69 = average
 - HSI 0.7 – 0.79 = good
 - HSI > 0.8 = excellent
- 2.2.5 There is a positive correlation between HSI scores and presence and abundance of GCN in waterbodies. Generally, waterbodies with high HSI scores are likely to support larger populations. However, the relationship is not sufficiently precise to conclude that a waterbody with a high HSI will definitely have a large newt population, or that a

waterbody with a low HSI score will only have a small newt population or no newts at all.

- 2.2.6 The drainage ditch network across the site was split into four distinct geographical locations based on their characteristics. These four areas were then treated as individual waterbodies for the sake of the HSI assessment.

2.3 Environmental DNA analysis

- 2.3.1 The presence/ likely absence of GCN in all of the waterbodies present within the site was determined through the use of Environmental DNA analysis (eDNA).
- 2.3.2 In accordance with good practice guidelines (Biggs, *et al.* 2014), 20 water samples were taken from the margins of the waterbodies included in the survey (where accessible) by an appropriately experienced and licensed surveyor using the correct methodology and equipment.
- 2.3.3 The samples were taken during the optimum survey period of 15th April - 30th June on 27th and 28th April 2022, with a repeat visit to one waterbody after an inconclusive result on 7th June 2022. The samples were taken by Kailey O'Brien (NRW GCN licence number - S091652/1).
- 2.3.4 The samples were taken from evenly spaced locations around the waterbodies and all areas of the waterbodies were surveyed (where accessible) in order to provide a complete overview of the diversification of the waterbody in the analysis.
- 2.3.5 The weather conditions and sedimentation levels were considered to be suitable for sampling.

2.4 GCN population size class

- 2.4.1 In order to determine the estimated population size class assessment of GCN at the site, a series of six survey visits (night and morning) were conducted according to current methodologies listed in the GCN mitigation guidelines (Natural England, 2001).
- 2.4.2 Survey visits were conducted in suitable weather conditions (see Table 4 in Appendix A) between mid-April and mid-June by NRW GCN licenced surveyors: Alex Ellis (GCN NRW licence number – S092617/1), Kailey O'Brien and Anna Burnham (GCN NRW licence number – S091104/1). A combination of the following survey methods were employed during each visit:
- Torch survey: involves walking the perimeter of water body shortly after dusk searching marginal areas for adult GCN with a powerful torch (e.g. Clulite 1 million candlepower torch).
 - Egg search: involves an examination of both living and dead submerged vegetation (especially folded leaves), fallen twigs or on other debris (plastic bags) for newt eggs.
 - Bottle trapping: involves setting traps made from empty plastic bottles around the margins of waterbodies in the evening and checking them early (before 10 am) the following day.

- 2.4.3 In order to carry out a population size class assessment, the highest count of adult newts obtained in each waterbody by any one method is summed for all waterbodies on one night. The peak total site count is then the highest of these figures. The figure which is obtained then determines whether the population of GCN at the site is small (for maximum counts up to 10), medium (for maximum counts between 11 and 100) or large (for maximum counts over 100).

3.0 RESULTS

3.1 Habitat suitability index

3.1.1 The results of the HSI assessments are given in Table 1 below.

Table 1: HSI assessment results and suitability to support GCN

Waterbody Number	Description	HSI Score	Suitability
Waterbody 1	Large man-made pond filled with reed and surrounded by a dense layer of bramble. Pond contained fish when it was first created. Water fowl present.	0.65	Average
Waterbody 2	Man-made pond on the edge of a sand dune system surrounded by creeping willow and rough grassland. A few mallard present.	0.66	Average
Waterbody 3	Large lake formed along the course of the main drainage ditch through the site. Moderate sized island in the centre, supporting trees and scrub. Lake surrounded by scrub with fairly steep banks. Lots of water fowl present.	0.33	Poor
Waterbody 4	Large area of wet woodland which floods frequently.	0.49	Poor
Waterbody 5	Section of main drainage ditch within the main steel works site. Bounded by the main road on one side and the slab storage yard on the other. Thin strips of ruderal / grassland / scrub either side. Lined with metal piling. Some water fowl present.	0.59	Below Average
Waterbody 6	Ditch through the eastern area of the steel works. Very overgrown with reed and plants from the surrounding rough grassland. Lots of run-off from the coal stores.	0.42	Poor
Waterbody 7	Large pond formed between two culverted sections of ditch. Very steep sides and water level is over 4m below ground level. Surrounded by rough grassland and scattered scrub.	0.57	Below Average
Waterbody 8	Large reed bed on edge of woodland. Dries out frequently.	0.42	Poor
Waterbody 9	Depressions in the ground within area of wet woodland filled with shallow water that will likely dry out in warmer months (not a pond).	0.41	Poor
Waterbody 10	Shallow ditch within woodland, will likely dry out in warmer months.	0.45	Poor
Waterbody 11	Reedbed at edge of car park and woodland. Very polluted.	0.41	Poor
Waterbodies 12a/12b	Extensive ditch network throughout southern fields (separated into two for purposes of further survey – 12a and 12b). Very overgrown, barely any open water, choked with reed and scrub.	0.55	Below Average

3.2 Environmental DNA analysis

- 3.2.1 All twelve waterbodies were re-visited in order to undertake eDNA surveys.
- 3.2.2 Three waterbodies were subsequently not surveyed (Waterbodies 6, 8 and 10) as they either were found to have a much faster flow than previously anticipated or they were completely dry, making them unsuitable to support a GCN population.
- 3.2.3 The details of the eDNA survey results are shown in Table 2 below.

Table 2: eDNA Survey Results

Waterbody Number	eDNA Result	2nd eDNA result
Waterbody 1	Negative	N/A
Waterbody 2	N/A – presence confirmed so not required	N/A – presence confirmed so not required
Waterbody 3	Negative	N/A
Waterbody 4	Negative	N/A
Waterbody 5	Negative	N/A
Waterbody 6	N/A – Fast flow so not required	N/A
Waterbody 7	Negative	N/A
Waterbody 8	N/A - Dry	N/A
Waterbody 9	Negative	N/A
Waterbody 10	N/A – Fast flow and very shallow so not required	N/A
Waterbody 11	Negative	N/A
Waterbody 12a	Inconclusive Result	Negative
Waterbody 12b	Negative	N/A

3.3 GCN population size class

- 3.3.1 Those waterbodies found to have HSI scores of 'Below Average' or above were subject to population estimate survey techniques including torching, egg searches and bottle trapping.
- 3.3.2 The results of these survey techniques are shown in Table 3 below.

Table 3: Population Estimate Survey Results

Waterbody Number	Methods	Visit 1	Visit 2	Visit 3	Visit 4	Visit 5	Visit 6
Waterbody 1	Torching	No records	No records	No records	No records	N/A	N/A
Waterbody 2	Egg search	GCN eggs recorded	N/A	N/A	N/A	N/A	N/A
	Torching	4 male GCN 2 female GCN	1 male GCN 4 female GCN	3 female GCN 1 male smooth	2 male GCN	No records	No records

Waterbody Number	Methods	Visit 1	Visit 2	Visit 3	Visit 4	Visit 5	Visit 6
	Bottle trapping	8 female GCN 1 male GCN 1 male smooth newt	10 female GCN 4 male GCN 1 male smooth newt	3 male GCN 5 female GCN	1 female GCN 3 male GCN	5 female GCN 8 male GCN 1 male smooth newt	3 female GCN 2 male GCN 1 juvenile smooth newt
Waterbody 5	Torching	No records	No records	No records	No records	N/A	N/A
Waterbody 12a	Torching	No records	No records	No records	1 female smooth newt	N/A	N/A
Waterbody 12b	Torching	No records	No records	No records	No records	N/A	N/A

4.0 EVALUATION AND CONCLUSIONS

- 4.1.1 Based on the survey finding and population estimates, the red line boundary does not support a population of GCN.
- 4.1.2 There is one waterbody outside of the red line boundary (over 250 m from the boundary and over 500 m from suitable habitat within the proposed development), with a peak count of 14 GCN which is classed as medium population estimate (English Nature, 2001).
- 4.1.3 GCN present within waterbody 2 are unlikely to be present within the red line boundary as the habitat directly surrounding the waterbody and within the surrounding habitat (Margam Moors SSSI) are of good quality suitable for foraging and hibernating GCN. In addition to this, there are waterbodies within the SSSI that waterbody 2 are closer to, than the waterbodies within the red line boundary. Therefore, it is likely GCN will be moving between waterbody 2 and the SSSI waterbodies than commuting to waterbodies further afield (within the red line boundary).
- 4.1.4 Under current proposals, no areas of suitable habitat associated with this population are due to be removed.

5.0 REFERENCES

Biggs J, Ewald N, Valentini A, Gaboriaud C, Griffiths RA, Foster J, Wilkinson J, Arnett A, Williams P and Dunn F 2014. Analytical and methodological development for improved surveillance of the Great Crested Newt. Appendix 5. Technical advice note for field and laboratory sampling of great crested newt (*Triturus cristatus*) environmental DNA. Freshwater Habitats Trust, Oxford.

English Nature (2001). Great Crested Newt Mitigation Guidelines. English Nature, Peterborough

Oldham R.S., Keeble J., Swan M.J.S. & Jeffcote M. (2000), Evaluating the suitability of habitat for the Great Crested Newt (*Triturus cristatus*). *Herpetological Journal* 10 (4): 143-155.

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6.0 FIGURES

Figure 1 – Waterbody locations and survey results



APPENDIX A – SURVEYOR AND WEATHER INFORMATION

Table 4: Weather data for population size class surveys

Visit number	Time	Date	Weather	Temperature/ °C	Surveyor
1	PM	13.04.2022	Dry, foggy	9	Anna Burnham and Libby Brooks
	AM	14.04.2022	Dry	9	
2	PM	05.05.2022	Slight breeze, dry	12	Kailey O'Brien and Libby Brooks
	AM	06.05.2022	Slight breeze, dry	11	
3	PM	11.05.2022	Slight breeze, dry	14	Alex Ellis and Libby Brooks
	AM	12.05.2022	Dry	10	
4	PM	18.05.2022	Dry	12	Kailey O'Brien and Libby Brooks
	AM	19.05.2022	Dry	11	
5	PM	06.06.2022	Slight breeze, dry	14	Kailey O'Brien and Felix Tuff
	AM	07.06.2022	Dry	13	
6	PM	14.06.2022	Dry	15	Alex Ellis and Kailey O'Brien
	AM	15.06.2022	Dry	12	



**INVESTORS
 IN PEOPLE**

Electric Arc Furnace
 Great Crested Newt Survey Report
 2487033

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RSK TECHNICAL NOTE

Project No.: 2487033

Title: Port Talbot Steel Works- Electric Arc Furnace - Pre-construction Surveys Report

Date: 22/08/2025

Status: Rev00

1.0 ELECTRIC ARC FURNACE PRE-CONSTRUCTION SURVEYS

1.1 Introduction

- 1.1.1 This technical note details the results of the pre-construction surveys undertaken at Tata Steelworks, Port Talbot, for the Electric Arc Furnace (EAF) project.
- 1.1.2 Due to the original survey data being over two years old, it was necessary to carry out further surveys to confirm that the ecological baseline has not materially changed since the planning application submission.
- 1.1.3 The site for the EAF project covers 162.7 ha, and is located to the south-east of the town of Port Talbot. It is bordered by additional Tata Steelworks land to the north, east, and west of the site, with Margam Moors Site of Special Scientific Interest (SSSI) located to the south. The Bristol Channel sits approximately 880m west of the site.
- 1.1.4 The site will be developed for a new EAF steel production facility, which will require the demolition of existing buildings.

1.2 Methodology

- 1.2.1 A walkover survey was carried out to assess the habitats on site, and to confirm that there has been no change to the habitats present since the previous survey data was collected.
- 1.2.2 A Great Crested Newt (GCN; *Triturus cristatus*) survey was carried out using torching, egg searching, and bottle trap methods, to confirm the continued presence of GCN in a pond located outside of the red line boundary, to the south-west of site.

1.3 Results

Habitats

- 1.3.1 The site consists of a variety of habitats including scrub, grasslands, ephemeral short perennial vegetation, broadleaved plantation, coastal floodplain grazing marsh, swamp,

and areas of open water and reedbed. Collectively, the grasslands, shrub and ephemeral short perennial vegetation can be identified as an open mosaic habitat on previously developed land, which is a habitat of principal importance in Wales, listed under Section 7 of the Environment (Wales) Act.

- 1.3.2 The walkover survey confirmed that there were no material changes to the habitats on site since the previous surveys.

GCN

- 1.3.3 The GCN survey confirmed the continued presence of GCN in the pond to the south-west of the site.
- 1.3.4 Two GCN were seen during torch searches, a GCN egg was identified during the egg search, and 7 male GCN and 11 female GCN were recorded in bottle traps.

1.4 Conclusion

- 1.4.1 The survey results show that there have been no material changes to the habitats on site since the previous survey data was collected and so the previous impact assessment and proposals remain valid.
- 1.4.2 The GCN surveys also confirmed that GCN are still present in the pond to the south-west of site. However, as the pond is located over 250m from the red line boundary, and more than 500m from suitable habitat within the proposed development, it is unlikely that GCN will be impacted by the proposed development. Therefore, no further action is required.

Appendix D Management and Monitoring Prescriptions

The following tables set out the management and monitoring prescriptions by habitat or species type, along with the objectives of that management; specific measures relating to that habitat; and frequency of management and monitoring activities, following completion of the Site establishment works. Furthermore, where there are considerations that are relevant to the interface of habitat types or species considerations relevant to management, these are described under “other considerations”.

These management and monitoring prescriptions should be read with the main text of the HMP, to provide context to these prescriptions. A management and monitoring activity schedule for the 30 years following completion of the Site establishment works is also provided (**Appendix G**). Note that all management activity frequencies, extents and approaches are subject to adjustment, depending on the outcomes of monitoring.

Full formal review, and as necessary, update of the HMP will take place a minimum of every 6 years, to allow the plan to evolve in response to monitoring findings. Any proposed changes to the HMP will be discussed and agreed with NPTC.

Dune Slack Ponds

Management or Monitoring Prescription	Management Objectives or Monitoring Aim	Specific Prescription	Timing	Other Considerations
Management of Dune Slack Pond	Management to prevent encroachment of undesirable vegetation	Management to be informed by monitoring but likely to include: - removal of scrub to baseline (Year 0), - maintenance of open water of no less than 50% and removal of undesirable plants	Year 3 year and every 3 years thereafter or as determined by monitoring	Management to be undertaken by suitably experienced habitat management contractor, familiar with the management of dune systems. All vegetation management will take place in the period November - January inclusive (as a guide) in each management year. This timing is to avoid any disturbance to breeding birds, as well as the active season for great crested newt and reptiles associated with the Site Treatment of invasive non-native plant species (if found) to be determined with input from suitably qualified ecologist. Monitoring to be undertaken by suitably qualified ecologist.
Monitoring of Dune Slack Ponds	Monitoring to confirm establishment of proposed habitats and to inform future management	Monitoring, principally through the completion of Phase 1 habitat survey to be undertaken during the growing season (May-August). During the survey a check of the following will be undertaken:		Should monitoring indicate excessive scrub encroachment/ failure of establishment diverse habitats then adaptive measures may be required.

Habitat Management Plan

Management or Monitoring Prescription	Management Objectives or Monitoring Aim	Specific Prescription	Timing	Other Considerations
	requirements.	- Extent of open water and perimeter shading. - Extent of desirable and undesirable attributes (see Table 6.1) (e.g. invasive non-native species or dominance by undesirable species).		
Monitoring of scrub and young trees		Monitoring of extent of scrub/young tree encroachment through fixed-point photography and/or GPS in the summer every 3 years. This will determine whether the scrub and young tree extent has increased such that above-ground removal (and stump treatment if required) should be undertaken in the following November-January inclusive (avoiding breeding bird season etc) – see sand dune grassland/scrub table below		
GCN Population assessment	To assess population size of GCN within existing and created dune slack ponds.	Six survey visits completed during March to June as per relevant best practice guidelines, with at least three visits completed between mid-April and mid-May. Surveys to comprise bottle trapping and torch surveys, with peak adult count recorded.		

Habitat Management Plan

South Facing Dunes

Management or Monitoring Prescription	Management Objectives or Monitoring Aim	Specific Prescription	Timing	Other Considerations
Management of South Facing Dunes	Management to prevent encroachment of undesirable vegetation	Management to be informed by monitoring but likely to include: removal of scrub to baseline (Year 0),	Year 3 year and every 3 years thereafter or as determined by monitoring	Management to be undertaken by suitably experienced habitat management contractor, familiar with the management of dune systems. All vegetation management (scrub removal) will take place in the period November-January inclusive (as a guide) in each management year. This timing is to avoid any disturbance to breeding birds, as well as the active season for great crested newt and reptiles associated with the Site Treatment of invasive non-native plant species (if found) to be determined with input from suitably qualified ecologist. Monitoring to be undertaken by suitably qualified ecologist.
Monitoring of south facing dunes	Monitoring to confirm establishment of proposed habitats and to inform future management requirements.	Monitoring, principally through the completion of Phase 1 habitat survey to be undertaken during the growing season (May-August). During the survey a check of the following will be undertaken: - Extent of desirable and undesirable species (see Table 6.1) - presence/absence of invasive non-native species or dominance by undesirable species.		Should monitoring indicate excessive scrub encroachment/ failure of establishment diverse habitats then adaptive measures may be required.
Monitoring of scrub and young trees		Monitoring of extent of scrub/young tree encroachment through fixed-point photography and/or GPS in the summer every 3 years. This will determine whether the scrub and young tree extent has increased such that above-ground removal (and stump treatment if required) should be undertaken in the following November-January inclusive (avoiding breeding bird season etc).		

Habitat Management Plan

Sand Dune Grassland / Scrub

Management or Monitoring Prescription	Management Objectives or Monitoring Aim	Specific Prescription	Timing	Other Considerations
Management of Sand dune grassland	Management to prevent encroachment of undesirable vegetation	Management to be informed by monitoring but likely to include the cutting to 100-150 mm above ground level of 30% of the total grassland areas within a given management period.	Year 3 year and every 3 years thereafter or as determined by monitoring	Management to be undertaken by suitably experienced habitat management contractor, familiar with the management of dune systems. Grassland cutting to be undertaken in August/September of each management year. Treatment of invasive non-native plant species (if found) to be determined with input from suitably qualified ecologist.
Monitoring of sand dune grassland	Monitoring to confirm establishment of proposed habitats, monitor species diversity in response to the management plan and to inform future management requirements.	Monitoring, principally through the completion of Phase 1 habitat survey to be undertaken during the growing season (May-August). During the survey a check of the following will be undertaken: - Extent of desirable and undesirable species (see Table 6.1) - presence/absence of invasive non-native species or dominance by undesirable species		Monitoring to be undertaken by suitably qualified ecologist. Should monitoring indicate excessive scrub encroachment/ failure of establishment diverse habitats then adaptive measures may be required. All scrub management will take place in the period November - January inclusive (as a guide), where required. This timing is to avoid any disturbance to breeding birds, as well as the active season for great crested newt and reptiles associated with the Site
Monitoring of scrub and young trees		Monitoring of extent of scrub/young tree encroachment through fixed-point photography and/or GPS in the summer every 3 years. This will determine whether the scrub and young tree extent has increased such that above-ground removal (and stump treatment if required) should be undertaken in the following November-January inclusive (avoiding breeding bird season etc).		
Invertebrate		An invertebrate survey will be conducted	Surveys to be undertaken	

Habitat Management Plan

Management or Monitoring Prescription	Management Objectives or Monitoring Aim	Specific Prescription	Timing	Other Considerations
monitoring		with, in each monitoring year, invertebrate survey visits including the spring, summer and autumn periods. The survey protocol will follow that undertaken for the baseline survey work undertaken prior to commencement of the Proposed Development and will seek to determine the species present and their conservation value.	March-September every 6 years through the Management Plan period.	

Appendix E Photograph of Recently Created Dune Slack



Appendix F Establishment Works Schedule: Habitat Creation and Enhancement

[illegible]

Habitat Management Plan

[illegible]

Appendix G Management and Monitoring Schedule

Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Activity																															
Monitoring																															
Monitoring of habitats (including check for INNS)	Habitat creation measures completed																														
Monitoring of scrub and young trees																															
GCN Population assessment																															
Invertebrate population assessment																															
Management																															
Dune habitats																															
Scrub and young trees																															
Management Plan Review																															
HMP Review																															

**THE THIRD SCHEDULE
PLANNING PERMISSION**

**NEATH PORT TALBOT COUNTY BOROUGH COUNCIL
CYNGOR BWRDEISTREF SIROL CASTELL-NEDD PORT TALBOT**

**TOWN AND COUNTRY PLANNING ACT 1990
THE TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT
PROCEDURE)(WALES) ORDER 2012**

APPROVAL OF FULL PLANNING PERMISSION

Name and address of the applicant

Mr Luke Jones
National Grid Electricity Transmission
Warwick Technology Park
Gallows Hill
Warwick
CV34 6DA

DATE REGISTERED: 20 November 2025

APPLICATION NO: P2025/0817

LOCATION: Margam Substation, Margam, SA13 3NF

PROPOSAL:

Full planning application for the extension of the Margam 275kV substation including the erection of a gas insulated switchgear hall (GIS hall) and the demolition of the existing control and amenities buildings to enable the erection of a new amenities building. Works to also include earthworks, surface water management and drainage infrastructure, lighting, CCTV, boundary treatment, car parking, ecological improvements including a wildlife tower and gabion baskets, improved internal access roads, diesel generator and hardstanding, storage building and water storage tank, flood defence wall including flood gates and appropriate landscaping and other associated engineering operations.

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL as the Local Planning Authority in pursuance of its power under the above mentioned Act and Order hereby **GRANTS PLANNING PERMISSION** for the development as described above to be carried out in accordance with the application and the plans submitted therewith, subject to compliance with the following conditions:

Conditions:-

Time Limit Conditions

- 1 The development shall begin no later than five years from the date of this decision.
-

Reason:

To comply with the requirements of Section 91 of the Town and Country Planning Act 1990.

List of Approved Plans

- 2 The development shall be carried out in accordance with the following approved plans and documents:
- Plans -
- MARPT-BHK-01-ZZ-DG-C-181009 P05— Margam Drainage Layout (Aug 25)
 - MARPT-BHK-01-ZZ-DG-C-181026 P02— Margam Attenuation Details
 - MARPT-BHK-01-00-DG-A-201000 P06— Margam GIS Hall - Level 00 General Arrangement
 - MARPT-BHK-01-00-DG-A-201100 P06— Margam GIS Hall - Proposed Floor Plan - GIA & GEA Plans
 - MARPT-BHK-01-00-DG-A-201101 P05— Margam Amenities Building - Level 00 General Arrangement Proposed Floor Plan
 - MARPT-BHK-01-01-DG-A-201001 P06— Margam GIS Hall - Level 01 General Arrangement
 - MARPT-BHK-01-R1-DG-A-201515 P04 — Margam Amenities Building - Proposed Roof Plan
 - MARPT-BHK-01-R2-DG-A-201516 P06— Margam GIS Hall - Roof Plan General Arrangement
 - MARPT-BHK-01-ZZ-DG-A_130020 P04 — Margam GIS Hall - Location Plan
 - MARPT-BHK-01-ZZ-DG-A_130021 P04 — Margam GIS Hall - Existing Site Plan
 - MARPT-BHK-01-ZZ-DG-A_130022 P04— Margam GIS Hall - Demolition Site Plan
 - MARPT-BHK-01-ZZ-DG-A_130023 P05— Margam GIS Hall - Proposed Site Plan
 - MARPT-BHK-01-ZZ-DG-A_201012 P02— Margam GIS Hall - Proposed General Arrangement Sections
 - MARPT-BHK-01-ZZ-DG-A_200300 P02— Margam GIS Hall - Water Tank
 - MARPT-BHK-01-ZZ-DG-A_200301 P05 — Margam GIS Hall - Proposed Context Elevations
 - MARPT-BHK-01-ZZ-DG-A_202001 P07— Margam GIS Hall - Proposed General Arrangement Elevations
 - MARPT-BHK-01-ZZ-DG-A_202002 P06— Margam GIS Hall - Proposed Materials
 - MARPT-BHK-01-ZZ-DG-A_130024 P04— Margam GIS Hall - Existing Context Elevations
 - MARPT-BHK-01-XX-DG-S-161302 P01 — Margam - Fencing Foundation Details
 - MARPT-BHK-01-ZZ-DG-A-202510 P05 — Margam Amenities Building - Proposed Elevations and Materials
 - MARPT-BHK-01-ZZ-DG-A-203501 P05— Margam Amenities Building - Proposed General Arrangement Sections
 - MARPT-BHK-01-ZZ-DG-C-161029 P03— Swept Path Analysis Layout - Sheet 01 of 02
 - MARPT-BHK-01-ZZ-DG-C-161030 P03— Swept Path Analysis Layout - Sheet 02 of 02
 - MARPT-BHK-01-00-DG-A_200601 P06— Margam GIS Hall - Fire Strategy Level 00
 - MARPT-BHK-01-00-DG-A_200701 P04— Margam Amenities Building - Fire Strategy Plan
 - MARPT-BHK-01-XX-DG-E-320010 P03— Proposed External Lighting Layout
 - MARPT-BHK-01-00-DG-A-201501 P03— Margam Amenities Building - Existing and Proposed Demolition

MARPT-BHK-01-ZZ-DG-A-202110 P01— Margam - Existing General Arrangement Elevations
 MARPT-BHK-01-ZZ-DG-A-296002 A Margam GIS Hall Translucent Panel MARPT-BHK-01-ZZ-DG-A-201011 P01 — Margam Typical Storage Modular Building
 MAREXT-STN-XX-XXX-DR-LA-0001 — Figure L9 Landscape Plan, Revision P03
 MAREXT-STN-XX-XXX-DR-LA-0002 — Figure L7 Landscape Mitigation Area Planting Plan, Revision P03
 MAREXT-STN-XX-XXX-DR-LA-0004 — Figure L8 Landscape & Habitat Strategy Plan, Revision P03
 MAREXT-STN-XX-XXX-DR-LA-0003 — Margam SuDS & Ditch Indicative Sections and Specification, Revision P02

Documents -

Agricultural Land Quality Considerations Report — Dated August 2025
 Air Quality Assessment August 2025
 Arboricultural Impact Assessment — 250808-1.5-AIA-MS-HB, dated 8 August 2025
 Botanic / NVC Report — 331201497, Revision 2.0, July 2025
 Breeding Birds Survey Report - 331201497, Revision V3, October 2025
 Carbon Technical Note - 31201497 - dated 30th July 25
 Coal Mining Risk Assessment — 30004240-BHK-XX-XX-RP-C-0004, P03
 Construction Environmental Management Plan (CEMP) — MARPT-LOR-XX-XX-PL-R-090009, Rev D
 Construction Logistics Plan — MARPT-LOR-XX-XX-PL-R-090002 CLP, P03
 Construction Method Statement - MARPT-LOR-XX-XX-MS-R-090001, P01
 Construction Noise & Vibration Assessment — 2062990-RSKA-RP-002-(06
 Design and Access Statement Report — 31201497, Revision C, November 2025
 Drainage Report — MARPT-BHK-01-XX-RP-C-090001 (1), P04
 Ecological Impact Assessment (EclA) & Cover Letter — 331201497, Revision 3, November 2025
 EMF Assessment - EN/644/NOTE2025, dated 09.06.2025
 Fire Strategy - 331201497-HYD-XX-XX-RP-FE-0000, Rev 4, November 2025
 Flood Consequence Assessment — MARPT-BHK-01-XX-RP-C-090003, P05
 Geotechnical Desk Study: Margam FEED - 30004240-BHK-XX-XX-RP-C-0003
 Great Crested Newt Survey Report - 331201497, Revision V3, July 2025
 Green Infrastructure Statement - Technical Note — 31201497, Revision P02, dated 15 August 2025
 Ground Investigation Report (GIR) — MARPT-BHK-01-XX-RP-G-090001, P03
 Habitat Management Plan (Margam Burrows) — 331201497, Revision 3, November 2025
 Historic Environment Desk Based Assessment (Heritage Statement)- - 331201497 - Revision 3 - dated July 2025
 Hydrogeological Assessment — MARPT-BHK-01-XX-RP-C-090007, P03
 Interim Bat Survey Report — 331201497, Revision V3, November 2025
 Interim Invertebrate Survey Report — 331201497, Revision V2, November 2025
 Landscape and Habitat Management Plan — 331201497, Revision 5 February 2026 Part 1 and 2)
 Landscape Visual Addendum Rev XX August 2025
 Landscape Visual Appraisal - 331201497, Rev XX, July 2025
 Lighting Technical Note - 331201497 Rev 1 August 2025
 Logistics Assessment — EXP307-rev2
 Margam Substation Landscape Visual Appraisal Addendum — 331201497, Rev XX, August 2025

MARPT-EXP-01-XX-RA-G-090001, P01 Materials Management Plan — 3020304 R01 (01)
Operational Noise Assessment — 2062990-RSKA-RP-001-(04)
Outline Soil Management Plan - August 2025
PAC Report — November 2025
Peat Management Plan — MARPT-RSK-01-XX-PL-R-090024_Ver5, Revision P04
Phase III - Remediation Strategy - MARPT-BHK-01-xx-RP-G-100006 P01
Planning Statement Report — 31201497, Revision C, November 2025
Reptile Survey Report - 331201497, Revision V3, July 2025
Risk Assessment for Proposed Foundation Technique
Shadow Habitat Regulations Assessment Report - 331201497 - Revision V2 - July 2025
Siting Study - 31201497, Final V2, dated 21 January 2025
Soil Resource Management Plan - January 2026
Surface Water Management Plan — MARPT-LOR-XX-XX-PL-R-090011, P03
Sustainability Assessment - 331201497 - Revision 03 - August 25
Transport Statement - 331201497 - Revision P03 - August 25
Waste Management Plan — MARPT-LOR-XX-XX-PL-R-090010 WMP, P03
Water Vole and Otter Survey Report — 331201497, Revision V4, July 2025
Wintering Birds Survey Report - 2488240-D05 (Rev 01), April 2025
Written Scheme of Investigation — P25-269, Version 1.3

Reason:

In the interests of clarity.

- 3 Before beginning any development at the site, you must do the following: -
- a) Notify the Local Planning Authority in writing that you intend to commence development by submitting a Formal Notice under Article 24B of the Town and Country Planning (Development Management Procedure) (Wales) Order 2012 (DMPWO) in the form set out in Schedule 5A (a newly inserted Schedule) of the DMPWO (or in a form substantially to the like effect); and
 - b) Display a Site Notice (as required by Section 71ZB of the 1990 Act) in the form set out in Schedule 5B (a newly inserted Schedule) of the DMPWO (or in a form substantially to the like effect), such Notice to be firmly affixed and displayed in a prominent place, be legible and easily visible, and be printed on durable material. Such Notice must thereafter be displayed at all times when development is being carried out.

Reason:

To comply with procedural requirements in accordance with Article 24B of the Town and Country Planning (Development Management Procedure) (Wales) Order 2012 (DMPWO) and Section 71ZB of the Town and Country Planning Act 1990.

NOTE: Templates of the required Notice and Site Notice are available to download at www.npt.gov.uk/planning

Action Conditions

- 4 Within one month of the date of this permission, a Landscape and Habitat Management Programme shall be submitted to and approved in writing by the Local Planning Authority. The Landscape and Habitat Management Programme shall provide a detailed schedule and programme of works for the implementation of all on-site and off-site works (including an on-site Soil Aftercare Programme) alongside the proposed construction phasing of the development and shall be in accordance with the hereby approved Landscape and Habitat Management Plan [331201497, Revision 5 February 2026 Part 1 and 2] and Habitat Management Plan [331201497, Revision 3, November 2025]. The works shall be carried out in strict accordance with the approved programme and retained as such thereafter.

Reason:

To ensure the successful implementation and long-term maintenance of biodiversity enhancements and landscaping measures, in the interests of visual amenity and the protection of habitats, in accordance with Policy EN6 and EN7 of the Neath Port Talbot Local Development Plan (2011-2026) and the guidance set out in Planning Policy Wales and Technical Advice Note (TAN) 5: Nature Conservation and Planning.

- 5 Prior to beneficial use of the proposed development, a verification report which demonstrates the effectiveness of the agreed remediation works carried out in accordance with the hereby approved Geotechnical Desk Study: Margam FEED - [30004240-BHK-XX-XX-RP-C-0003] and Ground Investigation Report (GIR) [MARPT-BHK-01-XX-RP-G-090001, P03] shall have been submitted to and approved in writing by the Local Planning Authority.

Reason:

To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors and to ensure compliance with Policies SP16 and EN8 of the Neath Port Talbot Local Development Plan.

- 6 Prior to the installation of any external operational lighting, an Environmental Lighting Impact Assessment shall be submitted to and approved in writing by the Local Planning Authority. The assessment shall be carried out in accordance with The Institute of Lighting Professionals, Guidance on Undertaking Environmental Lighting Impact Assessments (2013) and Good Practice Guidance :Planning for the Conservation and Enhancement of Dark Skies in Wales.

All external lighting shall then be installed in accordance with the approved details and retained as such thereafter. No additional external lighting shall be installed.

Reason:

In the interest of residential amenity and to prevent any unacceptable light spillage, and to ensure compliance with Policies SP16, EN8 and BE1 of the Neath Port Talbot Local Development Plan.

- 7 In the event that contamination is found at any time when carrying out the approved development that was not previously identified, work on site shall cease immediately and shall be reported in writing to the Local Planning Authority. A Desk Study, Site Investigation, Risk Assessment and where necessary a Remediation Strategy must be undertaken in accordance with the following document:- Land Contamination: A Guide for Developers (WLGA, WAG & EAW, July 2006). This document shall be

submitted to and agreed in writing with the Local Planning Authority. Prior to occupation of the development, a verification report which demonstrates the effectiveness of the agreed remediation, shall be submitted to and agreed in writing with the Local Planning Authority.

Reason:

To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off site receptors, and to ensure compliance with Policies SP16 and EN8 of the Neath Port Talbot Local Development Plan.

- 8 Prior to the first beneficial use of the development hereby approved, the boundary treatment as detailed on Margam Fencing Foundation Details [MARPT-BHK-01-XX-DG-S-161302 P01] shall be completed, as approved and retained as such thereafter.

Reason:

In the interest of visual amenity and to ensure compliance with Policy BE1 of the Neath Port Talbot Local Development Plan.

- 9 Prior to the construction of the flood defence wall, full details of its construction and the timescale for its construction in line with the development phasing shall be submitted to and approved in writing by the Local Planning Authority. The flood defence wall shall be constructed as approved and shall be retained as such thereafter.

Reason:

To ensure the site is protected from flooding and to accord with policy BE1 and EN8 of the Neath Port Talbot Local Development Plan.

Regulatory Conditions

- 10 The back-up power diesel generator shall not operate for more than 1 hour test each month and otherwise only in the event of power outages.

Reason:

To protect local air quality and to accord with Policy EN8 of the Neath Port Talbot Local Development Plan.

- 11 The development shall be undertaken in accordance with the "Written Scheme of Investigation for Topographic Survey, Archaeological Monitoring and Recording, Geotechnical Monitoring and Sampling" by Archaeology Wales [dated September 2025].

Reason:

To identify and record any features of archaeological interest discovered during the works, in order to mitigate the impact of the works on the archaeological resource, and to accord with Policy SP21 of the Neath Port Talbot Local Development Plan

- 12 Abnormal Indivisible Load (AIL) deliveries associated with the works shall be in accordance with the supplied Logistics Report [EXPLORE PROJECT CODE: EXP307-rev2] and shall not deviate from this.

Reason:

To maintain the safety and free flow of traffic on the trunk road network and to accord with Policy TR2 of the Neath Port Talbot Local Development Plan.

- 13 Demolition or construction works shall not take place outside the hours of 08.00 to 18.00 Monday to Friday 08.00 to 13.00 on Saturdays and no works on Sundays or Bank Holidays.
Reason:
In the interest of residential amenity and to ensure the development complies with Policy BE1 and EN8 of the Neath Port Talbot Local Development Plan.
- 14 Any gates affecting the access roads, into and around the site (excluding the proposed flood gates), shall be a type which open inwards only, can be seen through and shall be maintained as such thereafter.

Reason:
In the in interest of highway and pedestrian safety and to ensure compliance with Policy TR2 of the Neath Port Talbot Local Development Plan.
- 15 The development shall be undertaken in full accordance with the submitted Construction Environmental Management Plan Revision D [MARPT-LOR-XXXX-PL-R-090009 Laing O'Rourke]. Should the approved CEMP require updating due to Protected Species Licence requirements or by agreement with the Council's Ecologist, a copy of the updated CEMP shall be submitted to the Local Planning Authority for its written approval.
Reason:
In the interest of highway and pedestrian safety, the environment, and the amenity of residents, and to ensure accordance with Policies BE1, EN8 and TR2 of the adopted Neath Port Talbot Local Development Plan.
- 16 The development shall be carried out in strict accordance with the measures and recommendations set out within the approved Habitat Management Plan Margam Burrows (HMP) [331201497, Revision 3, November 2025] and the Landscape Habitat Management Plan- Margam Sub-station(LHMP) [331201497, Revision 5 February 2026 Part 1 and 2]. Should the approved LHMP or HMP require updating due to Protected Species Licence requirements, or by agreement with the Council's Ecologist a copy of the updated LHMP or HMP shall be submitted to the Local Planning Authority, for its written approval.
Reason;
To ensure the protection and enhancement of biodiversity and the landscape features of the site, and to ensure the development contributes to the resilience of ecosystems in accordance with Section 6 of the Environment (Wales) Act 2016, and policies EN6 and EN7 of the Local Development Plan.
- 17 The piling on site shall not take place outside the hours of 08.00-18.00 Monday - Friday and 08.00-13.00 on Saturdays with no hours on Sundays and Bank Holidays. The piling shall also be undertaken in accordance with Construction Environmental Management Plan (CEMP) [MARPT-LOR-XX-XX-PL-R-090009, Rev D] and the Risk Assessment for Proposed Foundation Technique [MARPT-EXP-01-XX-RA-G-090001] P01.
Reason:
To protect local amenity and to accord with Policy EN8 of the Neath Port Talbot Local Development Plan.

- 18 The noise emitted from the development hereby approved shall not exceed the predicted rating sound level, L_{Ar},15min (dB) as detailed in table 8 of the Operational Noise Impact Assessment Margam Substation [Extension Ref. 2062990-RSKA-RP-001-(04)], dated 13th August 2025, when measured or predicted at the nearest noise sensitive premises. The measurement and/or prediction of the noise will be carried out in accordance with the methodology contained within "BS 4142:2014+A1:2019 Methods for rating and assessing industrial and commercial sound"

Reason:

To protect the amenity of nearby residential properties and wider locality and to accord with Policy EN8 of the Neath Port Talbot Local Development Plan.

- 19 The site shall be accessed off Cefn Gwrgan Road and the A48 (Margam Road) only.

Reason:

In the interest of Highway and Pedestrian Safety and to accord with Policy TR2 of the Neath Port Talbot Local Development Plan.

Informatives:

1 As of 7th January 2019, this proposed development is subject to Schedule 3 of the Flood and Water Management Act 2010. The development therefore requires approval of Sustainable Drainage Systems (SuDS) features, in accordance with the 'Statutory standards for sustainable drainage systems - designing, constructing, operating and maintaining surface water drainage systems'. It is therefore recommended that the developer engage in consultation with Neath Port Talbot County Borough Council, as the determining SuDS Approval Body (SAB), in relation to their proposals for SuDS features. Please note, Dwr Cymru Welsh Water is a statutory consultee to the SAB application process and will provide comments to any SuDS proposals by response to SAB consultation. The applicant is also advised that some public sewers and lateral drains may not be recorded on our maps of public sewers because they were originally privately owned and were transferred into public ownership by nature of the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011. The presence of such assets may affect the proposal. In order to assist us in dealing with the proposal the applicant may contact Dwr Cymru Welsh Water to establish the location and status of the apparatus. Under the Water Industry Act 1991 Dwr Cymru Welsh Water has rights of access to its apparatus at all times. In accordance with Planning Policy Wales (Edition 12) and Technical Advice Note 12 (Design), the applicant is advised to take a sustainable approach in considering water supply in new development proposals, including utilising approaches that improve water efficiency and reduce water consumption. We would recommend that the applicant liaises with the relevant Local Authority Building Control department to discuss their water efficiency requirements.

2 Should any springs or ground water seepage be encountered the onsite works in that area shall cease until a scheme for collection and disposal of the water has been submitted to and approved in writing by the Local Planning Authority. No ground water shall ever be discharged into the proposed drainage scheme. Adequate provision shall be made for the drainage of the site, to ensure that the drainage of any adjoining land is not

interrupted or otherwise adversely effected by the development during the lifetime of construction.

3 Water voles are fully protected under the Wildlife and Countryside Act 1981 (as amended) and are a species of conservation concerns in Wales through their inclusion on lists published by the Welsh Government under section 7 of the Environment (Wales) Act 2016. There is no licensing provision of the intentional destruction of water vole habitat. A licence may only be issued for conservation purposes, and will only be required if water voles or their habitat are likely to be affected. Where this applies the licence application will need to demonstrate a conservation benefit to water voles.

4 Natural Resources Wales recommends that developers should:

- Follow the risk management framework provided in Land contamination risk management (LCRM) or Refer to 'Development of land affected by contamination: A guide for developers' (WLGA, 2023) for the type of information that we require in order to assess risks to controlled waters from the site. The Local Authority can advise on risk to other receptors, such as human health.
- Refer to our groundwater protection advice on www.gov.uk Refer to 'Piling and Penetrative Ground Improvement Methods on Land Affected by Contamination: Guidance on Pollution Prevention' (CL:AIRE 2025) <https://claire.co.uk/component/phocadownload/category/22-important-industrydocuments?download=1042:piling-guidance>

5 The treatment and disposal of contaminated soils and groundwater is regulated by waste legislation and requires an environmental permit. Excavated materials that are recovered via a treatment operation can be re-used on-site under the CL:AIRE Definition of Waste: Development Industry Code of Practice. This voluntary Code of Practice provides a framework for determining whether or not excavated material arising from site during remediation and/or land development works are waste. Developers should ensure that all contaminated materials are adequately characterized both chemically and physically, and that the permitting status of any proposed on site operations are clear. If in doubt, Natural Resources Wales should be contacted for advice at an early stage to avoid any delays.

6 Incorrectly maintained cesspools can cause pollution by contamination of the ground, groundwater and sometimes surface water. Any damage to the fabric of the cesspool, such as cracks or holes, is difficult to detect but needs to be rectified immediately in order to prevent pollution. The cesspit should meet the requirement of British Standard BS 6297. It should be fitted with a level warning device to indicate when the tank needs emptying.

The decision to recommend planning permission has been taken in accordance with Section 38 of The Planning and Compulsory Purchase Act 2004, which requires that, in determining a planning application the determination must be in accordance with the Development Plan unless material considerations indicate otherwise. The Development Plan comprises Future Wales - the National Plan 2040 and the Neath Port Talbot Local Development Plan (2011-2026) adopted January 2016. The recommendation complies with Future Wales - the National Plan 2040, policies 1, 2, 8, 9 and 28 and the Council's well-being objectives and the sustainable development principle in accordance with the requirements of the Well-being of Future Generations (Wales) Act 2015. It also complies with Local Development Plan policies SP1, SP2, SP3,

SP4, SP5, SP11, SP14, SP15, SP16, SP18, SP19, SP20, SP21, SC1, I1, EC4, EN2, EN3, EN6, EN7, EN8, EN9, EN10, M1, RE2, W3, TR2 and BE1.

Signed:

Ceri Morris – Head of Planning & Public Protection

Date:

DRAFT

IMPORTANT:

(1) Please note that for all decisions issued after 16th March 2016 for outline or full planning permission, a revised decision notice will be issued whenever a subsequent consent is given, for example providing details of any Reserved Matters approvals (outline applications only) and/or approval of conditions (including on Reserved Matters). This will ensure that the current status of the conditions applied to a consent is clear. Accordingly you are advised to visit www.npt.gov.uk/planning to view the application documentation to see if this is the current version, or whether it has been superseded by a more up-to-date revision of this Decision Notice. For Reserved Matters approvals the revised Decision Notice will only be shown under the Outline approval.

(2) Please note that this consent is specific to the plans and particulars approved as part of the application. Any departure from the approved plans will constitute unauthorised development and may be liable to enforcement action. You (or any subsequent developer) should advise the Council of any actual or proposed variations from the approved plans immediately so that you can be advised how to best resolve the matter.

(3) In addition, any conditions that the Council has imposed on this consent will be listed above and should be read carefully. It is your (or any subsequent developers) responsibility to ensure that the terms of all conditions are met in full at the appropriate time (as outlined in the specific condition). Please note that any works carried out without compliance with the conditions attached to this approval will be entirely at the risk of the persons involved and may result in formal action being taken by the Local Planning Authority.

(4) The developer should have regard to Sections 4, 7, 8 and 8A of the Chronically Sick and Disabled Persons Act 1970 and to the British Standards Institution's Code of Practice for "Design of buildings and their approaches to meet the needs of disabled people" (BS 8300:2009+A1:2010).

(5) From 1st October 2012 it has been an offence to install a public sewer or lateral drain without having an adoption agreement in place. From the 1st October 2012 the vast majority of all existing private sewers and lateral drains which link with the public sewer network were transferred to Welsh Water. For further details on how this will affect your development please contact: Welsh Water Developer Services, PO Box 3146, Cardiff, CF30 0EH. Telephone No. 0800 9172652 or email: developer.services@dwrcymru.com.

(6) Welsh Water Dwr Cymru advise that the planning permission hereby granted does not extend any rights to carry out any works to the public sewerage or water supply systems without first having obtained the necessary permissions required by the Water Industry Act 1991.

Please note, in accordance with Construction and Design Management (CDM) Regulations, it is the applicant's responsibility to ensure that any proposed works within their curtilage do not conflict with any underground services and is recommended they review their land registry title deeds for any legal covenants. For Sewers or Watermains that may be present and affected by your proposals, you are advised to contact Dwr Cymru Welsh Water who will be able to explain whether your proposed works will be acceptable as well as any consent required. Prior to commencing works, it is also recommend the applicant review the information and guidance on Building Over Sewers

available on Welsh Water's website at
<https://developers.dwrcymru.com/en/applications/planning/build-over-or-near-to-sewers>

The applicant is also advised that some public sewers and lateral drains may not be recorded on Welsh Water maps of public sewers because they were originally privately owned and were transferred into public ownership by nature of the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011. The presence of such assets may affect the proposal. In order to assist us in dealing with the proposal the applicant may contact Dwr Cymru Welsh Water to establish the location and status of the apparatus. Under the Water Industry Act 1991 Dwr Cymru Welsh Water has rights of access to its apparatus at all times.

(7) Please be informed that your application may require approval from the SuDS Approving Body (SAB). The SAB consent may be necessary to ensure that your development proposals complies with the statutory requirements, relevant regulations, and standards under schedule 3 of the Flood and Water Management Act 2010. Please contact our Website: www.npt.gov.uk/SAB, Email: SAB-HDC@npt.gov.uk or Tel: 01639 686850

IMPORTANT INFORMATION: TOWN AND COUNTRY PLANNING ACT 1990

The applicant's attention is drawn to the notes below.

1. If the applicant is aggrieved by the decision of the Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Welsh Government under Section 78 of the Town and Country Planning Act 1990 (as amended).
2. You can also appeal to the Welsh Government against a decision to refuse permission or grant subject to conditions in respect of applications made for :- Listed Building or Conservation Area Consent; Consent under a Tree Preservation Order; Advertisement Consent.
3. You can also appeal If your application for a Certificate of Lawful Existing Use or Lawful Proposed Use is partly or wholly refused or is granted differently from what you asked for (under Section 195/196) of the Town and Country Planning Act 1990 (as amended).
4. If you are aggrieved of the LPAs decision, the following deadlines apply for appeals to be submitted to the Welsh Government (from the date of the Council's decision):-

• Planning Permission (with the exception of Minor Commercial and Householder applications – see below)	Within 6 Months
• Householder Appeal see endnote i	Within 12 weeks
• Minor Commercial Appeal see endnote i	Within 12 weeks
• Listed Building or Conservation Area Consent appeals	Within 6 months
• Tree Preservation Order (TPO) Consent	Within 28 days
• Advertisement Consent	Within 8 weeks
• Certificate of Lawfulness of Existing (Section 191) or Proposed (Section 192) Use or Development	Within 6 months
• Hazardous Substances Consent	Within 6 months
5. Appeals must be made on a form which is obtainable from the Planning & Environment Decisions Wales, Crown Buildings, Cathays Park, Cardiff, CF10 3NQ – Tel 0300 060 4400, or online at <https://planningcasework.service.gov.wales/>.
6. The Welsh Government has power to allow a longer period for the giving of notice of appeal but they will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal.
7. The Welsh Government is not required to entertain an appeal if it appears to them that permission for the proposed development could not have been granted having regard to the statutory requirements to the provisions of the development order, and to any directions given under the Order. They do not in practice refuse to entertain appeals solely because the decision of the Local Planning Authority was based on a direction given by them.
8. If permission to develop land is refused or granted subject to conditions, whether by the Local Planning Authority or by the Welsh Government, and the owner of the land claims that the land has become incapable of reasonable beneficial use in its existing state and cannot be rendered capable of reasonable beneficial use by the carrying out of any development which has been or would be permitted, he may serve on the County Borough Council, in which the land is situated, as the case may be, a **purchase notice** requiring that Council purchase his interest in the land

in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

Making an Appeal

9. Please note that for all applications received by the LPA after 5th May 2017, it is now a requirement that any appeal made to the Planning Inspectorate (other than Householder and Minor Commercial Appeals, and appeals against refusal to grant advertisement consent) must be accompanied by all the information and evidence you intend to rely upon (a **“full statement of case”**). You must also send a copy of the notice of appeal and full statement of case to the LPA.
10. In addition, for ‘planning appeals’ an amendment to an application following notice of appeal may only be made to correct an error.
11. Additional details and information on making an appeal to the Welsh Government is available from the Planning Inspectorate at the above address and website. The relevant documents are entitled “making your planning appeal” and “planning appeals Public Local Inquiries”.
12. Further correspondence regarding this application should bear the reference number quoted on the top of the decision notice.

THIS NOTICE RELATES ONLY TO A PLANNING DECISION AND DOES NOT RELATE TO OTHER LEGISLATION INCLUDING ANY LEGISLATION UNDER:

- BUILDING REGULATIONS – Please contact buildingcontrol@npt.gov.uk or 01639 686820 to discuss all aspects of the service that is offered by Building Control
- HIGHWAY LEGISLATION

IF PLANNING CONSENT HAS BEEN GRANTED IT IS ADVISABLE TO ESTABLISH WHETHER ANY OTHER FORM OF CONSENT IS REQUIRED AND TO OBTAIN SUCH CONSENT BEFORE COMMENCING DEVELOPMENT

ⁱ Please see the [Town and Country Planning \(Referred Applications and Appeals Procedure\) \(Wales\) Regulations 2017](#) for appeal procedures and for full definitions of:

- *“householder application”* (essentially an application for the enlargement, improvement or other alteration of a dwellinghouse, or development within the curtilage of such a dwellinghouse, or change of use to enlarge the curtilage of a dwelling house)
- *“householder appeal”* means an appeal in relation to a householder application, but excludes an appeal against conditions on the grant of planning permission; or an appeal which is accompanied by an enforcement or listed building consent appeal.
- *“minor commercial application”* (essentially relates to existing buildings of no more than 250 square metres gross external floor space at ground floor level, currently in use for any of the purposes set out in Schedule 1A to The Town and Country Planning (Development Management Procedure) (Wales) (Amendment) Order 2015 which is an application for change of use from Class A1 to A2 or A3; or Class A2 to A3); or the carrying out of building or other operations to a shop front.
- *“minor commercial appeal”* means an appeal in relation to a minor commercial application but excludes an appeal against conditions on the grant of planning permission; or an appeal which is accompanied by an enforcement or listed building consent appeal.

THE FOURTH SCHEDULE
HMP BOND

THIS BOND is given on the day of two
thousand and by Barclays Bank PLC (company no
1026167) whose registered office is at 1 Churchill Place, London E14
5HP, and whose office for services is Trade Operations, One Snowhill,
Snow Hill Queensway, Birmingham B4 6GN, UK. (**“the Guarantor”**) in
favour of

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL of Civic
Centre Port Talbot SA13 1PJ (**“the Council”**)

WHEREAS:

1. National Grid Electricity Transmission PLC (Company Number 02366977) (**“the Owner”**) has entered into the Section 106 Agreement with the Council in which the Owner covenanted at its own expense to carry out and complete the obligations set out in the HMP as defined and referred to in the Section 106 Agreement in accordance with the provisions therein contained.
2. The Guarantor has agreed to provide this Bond to the Council to guarantee payment if the Owner fails in its obligation to carry out and complete the obligations set out in the HMP under the Section 106 Agreement.

NOW THIS DEED WITNESSETH as follows:

1. **Definitions and Interpretation**

1.1 **In this bond:**

“Compensation Site” land at Port Talbot
Steelworks, Port Talbot in

	the County Borough of Neath Port Talbot shown edged red on the Plan;
“HMP ”	means the habitat management plan dated November 2025 and contained within the Second Schedule of the Section 106 Agreement for the carrying out and completion of ecological works on the Compensation Site;
“HMP Bond”	means the bond held under the terms of this bond agreement;
“HMP Sum”	means the maximum aggregate sum of one million, five hundred and sixty-three thousand, nine hundred and sixty-six pounds and fifty pence (£1,563,966.50);
“Plan”	Drawing No. 24001787_PLN_INFO_65.2 _A annexed to this Bond;
“Planning Permission”	means the planning permission granted by the Council and bearing the reference P2025/0817;

“Section 106 Agreement”	means the Agreement entered into on [
	] between the Council and the Owner pursuant to Section 106 of the Town and Country Planning Act 1990 relating to the Site and the Planning Permission;
“Site”	Longland Lane, land at Margam Moors and land forming part of and lying to the North of Heol y Deiliaid, Port Talbot in the county borough of Neath Port Talbot as indicated for the purposes of identification only edged red on the Site Plan as defined in the Section 106 Agreement;
“Working Day(s)”	means Mondays to Fridays inclusive not including days when banks in London (England) are not open for public business;

- 1.2 Without prejudice to any requirement to obtain consent to the same, references to the parties shall include a reference to their respective successors in title.
- 1.3 Without prejudice to any requirement to obtain consent to the same, any reference to any document of any kind is to that

document as amended, varied, supplemented, novated, restated or substituted from time to time.

- 1.4 References to any document include that document as amended or varied in accordance with its terms.

2. **Bond**

- 2.1 The Guarantor is held and firmly bound to the Council for the HMP Sum to be paid to the Council on written demand in accordance with clause 2.2 of this Bond for the payment of which sum the Guarantor binds itself its successors and assigns.

- 2.2 In the event the Owner fails to carry out the Habitat Management Works required under the HMP (or any part of it) and the Council intends to carry out any Habitat Management Works (in accordance with the Section 106 Agreement) required to ensure compliance with the HMP, then the Guarantor hereby undertakes to the Council that within seven (7) Working Days of receipt of a written demand from the Council or the Owner containing:

- 2.2.1 the reference of this HMP Bond being []; and

- 2.2.2 details of the works to be undertaken and details of the cost to be incurred by the Council in carrying out the Habitat Management Works under the HMP

the Guarantor shall pay to the Council the sum detailed in the demand served under clause 2.2 of this HMP Bond within that period of seven (7) Working Days.

- 2.3 For the avoidance of doubt, multiple demands may be made under this HMP Bond up to the maximum of the HMP Sum.

- 2.4 Demands served on the Guarantor, in line with the terms of this HMP Bond, shall be honoured by the Guarantor.

2.5 The Guarantor's obligations under this HMP Bond shall remain in force and effect until (and shall cease to have effect on) the earliest of:

2.5.1 the Guarantor receiving written confirmation from the Council that the obligations under the HMP have been discharged in full to the satisfaction of the Council; or

2.5.2 the Guarantor receiving written confirmation from the Council that the HMP Bond may be terminated and/or released and discharged.

3. Council's covenants

The Council hereby covenants with the Guarantor to apply all monies received from the Guarantor under the provisions of clause 2.2 of this HMP Bond towards the expenditure involved in the administration, supervision, execution and completion of the works required under the HMP and maintaining the same in accordance with the provisions of the Section 106 Agreement including directly associated administrative expenses.

4. Waiver of rights

The liability of the Guarantor under this HMP Bond shall not be released or reduced by any act, omission, matter or thing (including, without limitation, the administration, liquidation, other insolvency or dissolution of the Owner or any other person) which, but for this provision and clause 2.5, might operate to reduce or release the liability of the Guarantor under this HMP Bond in whole or in part; including without limitation and whether or not known to the Guarantor or any other person:

4.1 any amendment to the Section 106 Agreement and/or the obligations or conditions to be performed or complied with under it; or

- 4.2 any amendment to the HMP; or
- 4.3 any allowance of time, waiver or indulgence by the Council or any other party; or
- 4.4 any taking, variation, compromise, renewal, release or refusal or neglect to perfect or enforce any rights remedies or securities against the Owner or any other person or any forbearance or forgiveness in or in respect of any manner or thing concerning the Section 106 Agreement on the part of the Council or any other person; or
- 4.5 any legal limitation or incapacity relating to the Owner or any other person; or
- 4.6 any failure by the Council or any other person to advise the Guarantor of any dealings, arrangements or communications with the Owner or any other person or of any default by the Owner or any other person of which the Council may have knowledge; or
- 4.7 any failure by the Owner to pay any sums due to the Guarantor for granting or maintaining this HMP Bond.

5. Investigation by the Guarantor

In the event that the Guarantor is obliged to make payment to the Council in accordance with the terms of this HMP Bond (save for requiring delivery of the demands referred to in clause 2.2 of this HMP Bond), the Guarantor shall not make any enquiry into the circumstances giving rise to a demand or the calculation of the amount demanded but shall (subject to the other terms of this HMP Bond) pay to the Council the sum(s) demanded without prior reference to the Owner. To be clear, any investigation by the Guarantor does not negate the obligation upon the Guarantor to pay any sums as demanded.

6. Notices

6.1 That any notice or other written communication to be served or given by one party upon or to any other under the terms of this HMP Bond shall be deemed to have been validly served or given if delivered by hand or received by first class recorded delivery post or courier to the party upon whom it is to be served or to whom it is to be given as specified in clause 6.2 of this HMP Bond or as otherwise notified for the purpose by notice in writing.

6.2 The address for any notices or other written communication is:

6.2.1 for the Council as specified above marked for the attention of the Head of Planning and Public Protection;

6.2.2 for the Guarantor the office for services as specified above marked for the attention of the Guarantees Team.

6.3 Any notice or other written communication to be given by the Council shall be deemed valid and effectual if, on its face, it is signed on behalf of the Council or by an officer or duly authorised signatory.

6.4 Either party may notify the other of a change of address for any notice or written confirmation.

6.5 A demand under Clause 2.2 must be copied by the Council on the same day to the Owner at its address in the Section 106 Agreement.

7. Assignment

7.1 The obligations on the Guarantor under this HMP Bond may not be assigned except with the express written consent of the Council.

7.2 Except as assigned in accordance with this HMP Bond this HMP Bond shall not confer any benefit on or be enforceable by any third party.

8. **Applicable Law**

8.1 This HMP Bond is governed by the laws of England and Wales as they apply in Wales.

8.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this HMP Bond.

HMP BOND EXECUTION PAGE

The COMMON SEAL of)
NATIONAL GRID ELECTRICITY)
TRANSMISSION PLC)
was hereunto affixed)
in the presence of :)

Authorised Signatory
Member of the Board Sealing
Committee
.....

THE COMMON SEAL of)
NEATH PORT TALBOT)
COUNTY BOROUGH COUNCIL)
was hereunto affixed in the)
presence of: -)

Proper Officer

SIGNED AS A DEED

BY _____

AS ATTORNEY

FOR AND ON BEHALF OF

BARCLAYS BANK PLC

IN THE PRESENCE OF

NAME

SIGNATURE

THE FIFTH SCHEDULE
TRANSFER

HM Land Registry

Transfer of part of registered title(s)

TP1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.
For example 'edged red'.

For example 'edged and numbered 1 in blue'.
Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all of the persons transferring the property.
Complete as appropriate where the transferor is a company.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) out of which the property is transferred: WA189629 and CYM751487
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: WA189629; WA585510; WA896329; CYM455516; CYM12513; WA3207; CYM751487; CYM736255 and CYM336694
3	Property: Land at Port Talbot Steel Works, Port Talbot The property is identified ☒ on the attached plan and shown: edged red on Plan 1 and Plan 2, but excluding the Leachate Pipe and the Water Monitoring Apparatus ☐ on the title plan(s) of the above titles and shown:
4	Date: 1 May 2026
5	Transferor: Tata Steel UK Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 02280000 <u>For overseas entities</u> (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:





 Tata Steel UK Limited
Port Talbot Works

[illegible]

ITEM	DRG. No. OR MATL.	ITEM	DESCRIPTION
SCALE	1:1500 @A0		PLANT Margom Burrows
			SECTION Net Biodiversity/ Benefit Land
DRAWN	05/02/2026	RN	DESCRIPTION
CHECKED			Showing Net Biodiversity Land for Transfer
APPROVED			
COPYRIGHT - Tata SteelUK Limited (U)			
CONFIDENTIAL		ORIGINATING OFFICE	
THIS DRAWING IS THE PROPERTY OF TATA STEEL UK LIMITED AND MUST NOT BE LOANED WITHOUT WRITTEN PERMISSION. FOR CONFIDENTIAL AND / OR PATENT PURPOSES, THIS DRAWING MAY BE LOANED TO A LIMITED NUMBER OF TATA PARTNERS AND ARE TO BE USED ONLY FOR THE PURPOSE FOR WHICH THE DRAWING IS ISSUED.		RECEIVING OFFICE	
JOB REF :			
CAD FILE :			

Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

6	Transferee for entry in the register: National Grid Electricity Transmission Plc <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 02366977 <u>For overseas entities</u> (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:
7	Transferee's intended address(es) for service for entry in the register: 1-3 Strand, London, WC2N 5EH
8	The transferor transfers the property to the transferee
9	Consideration ☒ The transferor has received from the transferee for the property the following sum (in words and figures): twenty-seven thousand pounds (£27,000) ☐ The transfer is not for money or anything that has a monetary value ☐ Insert other receipt as appropriate:
10	The transferor transfers with ☒ full title guarantee ☐ limited title guarantee The covenants for title implied by this title guarantee are modified as set out in Panel 12.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to *Joint property ownership* and practice guide *24: private trusts of land* for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

11 Declaration of trust. The transferee is more than one person and

- ☐ they are to hold the property on trust for themselves as joint tenants
- ☐ they are to hold the property on trust for themselves as tenants in common in equal shares
- ☐ they are to hold the property on trust:

12 Additional provisions

12.1 Definitions

In this panel:

"Accessway" means the access road shown coloured yellow on Plan 2 or such other route as no less materially commodious to the Transferee, and as is notified by the Transferor to the Transferee;

"Corridor" means the strip of land four metres wide shown edged and hatched light blue on Plan 1 and Plan 2;

"E-Permit System" means the Transferee's electronic system for third parties to request access to the Transferee's properties which as at the date of this transfer is located at <https://www.nationalgrid.com/document/355916/download> and which may be amended by the Transferee from time to time (acting reasonably) on notice in writing to the Transferor;

"Habitat Management Plan" means a habitat management plan in order to fulfil the Transferee's obligations pursuant to any agreement made under section 106 of the Town and Country Planning Act 1990 in relation to the Planning Permission.

"Leachate Pipe" means the leachate pipe that runs from the Retained Land through the Property in the location shown coloured green on Plan 1 and Plan 2;

"Plan 1" means the plan annexed to this transfer labelled "Plan 1";

"Plan 2" means the plan annexed to this transfer labelled "Plan 2";

"Planning Application" means "the planning application submitted to the Neath Port Talbot Council which has been allocated reference number P2025/0817;

"Planning Permission" means the planning permission granted pursuant to the Planning Application together with any agreement made under section 106 of the Town and Country Planning Act 1990 in relation to such planning permission, and any amendments made to such planning

permission or agreement from time to time as are notified by the Transferee to the Transferor;

"Retained Land" means the land retained by the Transferor, being that part of the land comprised in title numbers WA189629 and CYM751487 and other title numbers comprised in Tata's Port Talbot site not comprised in the Property;

"Security Protocol" means the security protocol appended to this transfer and as is amended from time to time on the written agreement of the parties;

"Service Media" means all types of conducting media plus all ancillary equipment; and

"Water Monitoring Apparatus" means any apparatus and equipment at the water monitoring points in the locations shown labelled "BH26", "SW15" and "SW Gauge 5" on Plan 1.

12.2 Interpretation

In this panel:

- (a) obligations undertaken by a party which comprises more than one person bind those persons jointly and severally;
- (b) words referring to persons include firms and corporate bodies and vice versa, words in singular form include the plural and vice versa and words with any one gender include either other gender;
- (c) any reference to a colour or letter is to one on Plan 1 or Plan 2;
- (d) any reference to a paragraph is to one so numbered in this panel unless otherwise stated;
- (e) references to the **"Transferor"** and the **"Transferee"** include references to their respective successors in title respectively to the Retained Land (or any part of it) and the Property (or any part of it);
- (f) any reference to any legislative provision includes any subsequent re-enactment or amending provision;
- (g) the headings are for reference only and is not to be referred to when interpreting this transfer; and
- (h) an obligation to do something includes an obligation to procure that it is done and an obligation not to do something includes an obligation not to allow it to be done.

12.3 Transfer

The Property is transferred subject to the provisions contained in this transfer.

12.4 Title guarantee

- (a) The covenants set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 will extend only to charges or incumbrances created by the Transferor.
- (b) For the purposes of sections 6(2) and 6(3) of the Law of Property (Miscellaneous Provisions) Act 1994 matters which are now recorded in registers open to public inspection are deemed to be within the actual knowledge of the Transferee.

12.5 Rights granted for the benefit of the Property

The Property is transferred together with the following rights for the Transferee and all persons authorised by them:

- (a) subject to compliance at all times with clause 12.9(a) and the Security Protocol, the right, in common with all other persons having the like right, at all times and for all purposes connected with the use of the Property to pass and repass with or without motor vehicles (including, without limitation, heavy goods vehicles, lorries and/or trucks) and equipment to and from the Property or any part of it over and along the Accessway;
- (b) subject to compliance with the Security Protocol, the right to enter such parts of the Retained Land as adjoin the Property (but not any buildings) with or without tools or appliances, and materials to install, inspect, clean, maintain, repair, alter, remove, protect, relay, renew, reposition any fencing between the Property and the Retained Land; and
- (c) the right of support and protection to the Property and any building on the Property from the Retained Land.

12.6 Rights reserved for the benefit of the Retained Land

There are reserved out of the Property for the benefit of each and every part of the Retained Land and the land comprised in the title numbers referred to in panel 2 of this transfer:

- (a) all rights, liberties, privileges and advantages now used or enjoyed with the Retained Land (whether as easements, quasi-easements or otherwise and whether or not continuous, apparent or reasonably necessary) provided that entry onto the Property pursuant to such will be subject to the E-Permit System (except in cases of emergency) and provided that such rights, liberties, privileges and advantages do not materially adversely impact on the intended use of the Property by the Transferee in accordance with the Habitat Management Plan (including, without limitation, any works carried out pursuant thereto);
- (b) the right of support and protection to the Retained Land and any building on the Retained Land from the Property;

- (c) to retain within the Corridor the Leachate Pipe which shall remain in the ownership of the Transferor;
- (d) the right at all times subject to compliance with the E-Permit System (except in cases of emergency), to enter the Property (and to dig up and excavate any part of the Corridor that may be necessary) to clean, maintain, repair, alter, replace and/or renew the Leachate Pipe;
- (e) to retain on and/or within the Property in the locations shown labelled "BH26", "SW15" and "SW Gauge 5" on Plan 1 the Water Monitoring Apparatus which shall remain in the ownership of the Transferor;
- (f) the right at all times subject to compliance with the E-Permit System (except in cases of emergency), to enter the Property to take readings from the Water Monitoring Apparatus and to clean, maintain, repair, alter, replace or renew the Water Monitoring Apparatus and to dig up and excavate any part of the Property at the Water Monitoring Apparatus locations shown in Plan 1 that may be necessary pursuant to such right;
- (g) the right at all times subject to compliance with the E-Permit System (except in cases of emergency) to enter the Property to clean, maintain, repair, alter, replace or renew any boundary structures between the Retained Land and the Property;

Provided That the persons exercising the rights reserved by clause 12.6 of this transfer (except for the right of support) shall use reasonable endeavours to cause as little damage as reasonably practicable and minimise interference with any works on the Property and shall make good all damage caused to the Property to the Transferee's reasonable satisfaction as soon as reasonably practicable.

12.7 Provisions relating to the granting and reservation of rights

- (a) The Property is transferred without the benefit of any existing easements other than those which are expressly referred to in in this transfer.
- (b) The Transferor consents to the access and use of light and air to and for the Property and any structure from time to time on it from and over the Retained Land but this consent may be revoked at any time either expressly or by implication and without notice.
- (c) The Transferor may at any time construct new buildings or alter existing buildings on the Retained Land and any other land in the vicinity of the Property belonging to the Transferor even though they interfere with or obstruct the access of light and air to the Property and any structure on it from time to time and they may do so without any formal revocation of the consent in paragraph 12.7(b).
- (d) In the exercise of the rights reserved by this transfer, the Transferor shall not do or permit to be done

anything that (to the Transferor's knowledge) places the Transferee in breach of the Planning Permission.

12.8 Restrictive covenants by the Transferee

(a) The Transferee covenants with the Transferor:

- (i) not to build or alter any new structure, or alter any existing structure, in any way which could prevent or adversely affect the operation of the steelworks or other similar operation on the Retained Land or any other neighbouring land owned by the Transferor Provided that use of the Property in accordance with the Habitat Management Plan and/or permitting and/or suffering the exercise of the rights reserved under paragraph 12.6 of this transfer shall not constitute a breach of this covenant;
- (ii) not to obstruct the Accessway; and
- (iii) not to use or suffer to be used any part of the Property for any purpose which could prevent or adversely affect the operation of the steelworks or other similar operation on the Retained Land or any other neighbouring land owned by the Transferor Provided that use of the Property in accordance with the Habitat Management Plan and/or permitting and/or suffering the exercise of the rights reserved under paragraph 12.6 of this transfer shall not constitute a breach of this covenant.

(b) The covenants contained in paragraph 12.8(a) are made with the intention that:

- (i) the benefit of them is annexed to and enures for each and every part of the Retained Land; and
- (ii) the burden of them binds each and every part of the Property into whomsoever's hands it may come but the Transferee is not to be liable for any breach of such covenants after it has ceased to own any part of the Property on which such breach is committed.

12.9 Positive covenants by the Transferee

(a) The Transferee covenants with the Transferor:

- (i) to make good any damage caused to the Accessway (of which it is notified) in the exercise of the right granted at paragraph

- 12.5(a) and, in default, to pay to the Transferor the proper costs of the Transferor making good any such damage within 10 working days of demand; and
- (ii) to enter into a deed of variation of this transfer in a form acceptable to the parties (acting reasonably) should a change of the route of the Accessway be notified to the Transferee in accordance with this transfer.
- (b) The Transferee also covenants with the Transferor that in exercising its rights under this transfer it shall do so in a way which does not adversely interfere with the operation of the Transferor's business undertaken at Port Talbot Steel Works.
- (c) The Transferee also covenants with the Transferor that the Transferee:
- (i) will not transfer the Property or any part of it except to a person who has first executed a deed expressed to be made in favour of the Transferor by which that person covenants in the terms set out in paragraph 12.9(a), 12.9(b) and this paragraph 12.9(b); and
- (ii) will not charge the Property or any part of it except to a person who covenants with the Transferor that no transfer will be made or lease granted under any power of sale or of leasing arising by virtue of the charge except to a person who has executed a deed in the terms referred to in this paragraph 12.9(b).
- (d) The parties apply to the registrar for entry of a restriction on the register of the title to the Property in standard form L in schedule 4 to the Land Registration Rules 2003, with the exact wording as follows:

"No disposition 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 a conveyancer that the provisions of paragraph 12.9 of panel 12 of a Transfer dated 1 May 2026 and made between Tata Steel UK Limited (1) and National Grid Electricity Transmission Plc (2) have been complied with or that they do not apply to the disposition".

12.10 Indemnity

The Transferee covenants with the Transferor to observe and perform from and including the date of this transfer the covenants and other matters referred to in the registers of title numbers WA189629 and CYM751487 and to indemnify the Transferor against all future liabilities relating to any breach of such covenants and other matters. This covenant by the Transferee is made by way of indemnity only and applies only insofar as such covenants and other matters affect the Property and continue to exist and to be of effect) and does not extend to any liabilities relating to any breach which arises directly from exercise by the Transferor of the rights reserved at Paragraph 12.6 of this transfer.

12.11 Agreements and declarations

The parties agree and declare as follows:

- (a) This transfer, any document completed or to be completed in accordance with its terms and any matter arising out of or in connection with it (including any non-contractual obligation) is to be governed by and construed in accordance with the law of England. The parties agree to submit to the exclusive jurisdiction of the courts of England in relation to this transfer, any document completed or to be completed in accordance with its terms and any such matter (including a dispute relating to the existence, validity or termination of this transfer).
- (b) A person who is not party to this transfer has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this transfer. This provision does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

12.12 Execution and delivery

This transfer is executed as a deed and the parties intend that it is delivered and takes effect on the date stated in Panel 3.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights granted for the benefit of the property

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights reserved for the benefit of other land

Include words of covenant.

Restrictive covenants by the transferee

Include words of covenant.

Restrictive covenants by the transferor

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to *Joint property ownership* and practice guide 24: *private trusts of land* for further guidance.

Remember to date this deed in panel 4.

Other

13 Execution

Executed as a deed by **TATA**)
STEEL UK LIMITED by its)
attorney in the presence of a)
witness:)

Signature: _____

Name
(block capitals): _____
as attorney for Tata Steel UK Limited

Witness signature:

Witness name:
(block capitals)

Witness address:

EXECUTED AS A DEED by Jess Lazzari
as attorney for **NATIONAL GRID ELECTRICITY TRANSMISSION**
PLC under a power of attorney dated 23 July 2025 in the presence of:

..... as attorney for National Grid Electricity
Transmission Plc

I confirm that I was physically present when
.....Jessica Lazzari.....signed this deed

Signature of witness:

Kate Ross

Name of witness:

Address: 4 Capstan Drive

Highbridge TA9 3SR

NGET 13812

Execution number:

)
)
)
)

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

APPENDIX : SECURITY PROTOCOL

National Grid Electricity Transmission (NGET) Employee Workflow to allow access to NGET areas once operational.

Complex: Grange 66 kV and Port Talbot 275 kV Substation and all other NGET assets and interests within or that require access over the TSUK operational site boundary (responsibilities and ownership as defined in the prevailing Site Responsibility Schedule (SRS))

Scenario: Planned works where access is required to NGET areas by NGET employees.

1. Initial Instruction

- **NGET Site Manager or delegated Responsible Employee** instructs Employee induction requirement.
- Requests **NGET Site Manager or delegated Responsible Employee** to share the **Frequent Visitor Induction Pack** (includes QR code, link, and completion instructions) with the Employee.

2. Key Rules

- **Site induction and site start date must, where possible and if not already inducted, be the same day** (induction cannot happen before day one).
- **Minimum five working days' notice** required by **TSUK Induction Centre** for booking.
- Works are **limited to NGET assets only as above.**
- **Operational constraints.**
 - **TSUK G4 Card deactivated after 180 days.**
 - **TSUK G4 Card cancelled after three years, unless significant change on site.**

3. Employee Information Required

Employee provides to **NGET Site Manager or delegated Responsible Employee:**

- Employee name
- Department
- Employee email address
- Purpose of visit
- Start date on site

4. Admin Actions

- **NGET Site Manager or delegated Responsible Employee:**
 - Adds Employees to **NGET Works Register** for cross-checking with **TSUK Induction Register**.
 - Sends **TSUK SharePoint Frequent Visitor (FV) form** to Employee.
 - Employee completes FV form and confirms return to **NGET Site Manager or delegated Responsible Employee**
-

5. Review & Approval

- **NGET Site Manager or delegated Responsible Employee** meets **TSUK Authoriser*** via the Users Control Centre** to review:
 - Pending Employee needing induction.
 - Completed works/security pass cancellations.
-

6. Induction Booking

- **TSUK Authoriser** approves employees and authorises induction attendance.
 - Approval triggers automatic notification to **TSUK Induction Centre**, which books induction.
 - Employee receives email with induction details.
 - **TSUK Induction Centre** informs **NGET Site Manager or delegated Responsible Employee** of any non-attendance.
-

7. Site Attendance

- Employee attends induction on day one.
 - Cleared for site attendance and issued Frequent Visitor security pass.
-

8. Ongoing Register Management & Control

- Limit active cards as far as reasonably practicable.

Access Protocol: NGET Employee Access
Version March 2026

- NGET Register managed by approved individuals only.
- When NGET Employee no longer requires access, card will be deactivated.
- Ensure compliance with prevailing **Data Protection legislation**.

9. Version Control: March 2026, review March 2027
Revision 1.4

- Authorised by NGET:

.....

- Authorised by TSUK: Works Protection

.....

- Authorised by TSUK: (TBA on behalf of User Control Engineer*)

.....

*TSUK Authoriser to be User Control Engineer, understanding the SRS for the Port Talbot site. The UCE is envisaged to be the single point of contact as TSUK Authoriser.

** User Control Centre: Energy Control Centre @ TSUK Port Talbot (as of March 2026)

Access Protocol: Emergency Access
Version March 2026

National Grid Electricity Transmission (NGET) Employee or Contractor Emergency Induction Workflow:

Complex: Grange 66 kV and Port Talbot 275 kV Substation and all other NGET assets and interests within or that require access over the TSUK operational site boundary (responsibilities and ownership as defined in the prevailing Site Responsibility Schedule (SRS))

Scenario: Unplanned emergency works where access is required to NGET substation and/or asset by NGET employees and contractors *are not site inducted or their visitor card has expired*. Emergency access will be granted, with an induction process to follow should that be necessary.

1. Initial Actions

- **NGET Site Manager or delegated Responsible Employee** instructs Employee to site works.
 - **NGET Site Manager via Transmission National Control Centre (TNCC) and/or Security Control Centre (SCC)** will contact the Users Control Centre* to confirm emergency works, at which point these site access instructions will apply.
-

2. Key Rules

- This only applies to Emergency works.
- Users Control Centre must be notified before arrival.
- This process applies only to NGET approved contractors or employees.
- Works are limited to NGET assets only referenced within the SRS

3. NGET Access and Attendance:

- TSUK's User Control Centre will contact the TSUK gatehouse and provide the name of NGET employee/contractor without induction status
- NGET employee / contractor to approach gatehouse to issue the TSUK one page safety briefing sheet and visitor pass after providing ID
- NGET will ensure the employee/contractor is safely escorted to the NGET assets.
- NGET local induction will be carried out to NGET emergency contractor and personnel before NGET works commence.
- Once completed on site, NGET employee or contractor to proceed directly to gatehouse on leaving TSUK site where the pass is to be returned to the Gatehouse personnel

4. NGET Contractor or Employee Information Required for Induction.

Following commencement of emergency works, should induction for further site entry be required, this information will be shared with TSUK when reasonably practicable, through the works protection team.

Contractor or Employee provides to **NGET Site Manager or delegated Responsible Employee**

- Name

Access Protocol: Emergency Access
Version March 2026

- Company
 - Email address
 - Purpose of visit
 - Duration of works
-

5. Ongoing admin actions to maintain list of inducted NGET employees and contractors

- **National Grid Site Manager or delegated Responsible Employee**
 - Notes all employees and appointed contractors without TSUK induction.
 - List to be shared with TSUK, when reasonably practicable
-

6. TSUK Induction Booking (online or in person)

- As soon as reasonably practicable, TSUK induction will be booked.
-

7. Ongoing TSUK Site Register Management

- Ensure compliance with **Data Protection legislation**.
 - Up to date register of any **emergency attendees**.
-

Version Control: March 2026, Review due March 2027

Revision 1.4

- Authorised by NGET:
.....
- Authorised by TSUK: Works Protection
.....
- Authorised by TSUK: (TBA on behalf of User Control Engineer**)
.....

* User Control Centre: @ March 2026 this is Energy Control Centre @ TSUK Port Talbot

**User Control Engineer, understanding the specific SRS for their site is legally required for compliance with the Grid Code and to ensure safety during operational, maintenance, or emergency activities

Access Protocol: NGET Contractor Access
Version March 2026

National Grid Electricity Transmission (NGET) Contractor Workflow to allow access to NGET areas once operational.

Complex: Grange 66 kV and Port Talbot 275 kV Substation and all other NGET assets and interests within or that require access over the TSUK operational site boundary (responsibilities and ownership as defined in the prevailing Site Responsibility Schedule (SRS))

Scenario: Planned works where access is required to NGET areas by NGET employees.

1. Initial Instruction

- **NGET Site Manager or delegated Responsible Employee** instructs contractor works.
 - **NGET Site Manager or delegated Responsible Employee** to share the **Frequent Visitor Induction Pack** (includes QR code, link, and completion instructions) with the Contractor.
-

2. Key Rules

- **Site induction and site start date must, where possible, be the same day** (induction cannot happen before day one).
 - **Minimum five working days' notice** required by **TSUK Induction Centre** for booking.
 - Works are **limited to NGET assets only as above.**
 - **Deliveries of Plant and Material for the works** (ie not requiring frequent visitor status) shall be managed through **NGET Site Manager** informing **TSUK Authoriser of type and date of deliveries.** If required deliveries will be escorted by NGET Site Manager to the delivery site.
-

3. Contractor Information Required

Contractor provides to **NGET Site Manager or delegated Responsible Employee:**

- Contractor name
- Contractor company
- Contractor email address
- Purpose of visit
- Start date on site

Access Protocol: NGET Contractor Access
Version March 2026

- Duration of works
-

4. Admin Actions

- **NGET Site Manager or delegated Responsible Employee:**
 - Adds contractor to **NGET Works Register** for cross-checking with **TSUK Induction Register**.
 - Sends **TSUK SharePoint Frequent Visitor (FV) form** to Contractor.
 - Contractor completes FV form and confirms return to **NGET Site Manager or delegated Responsible Employee**
-

5. Review & Approval

- **NGET Site Manager or delegated Responsible Employee** meets **TSUK Authoriser*** via the Users Control Centre** to review:
 - Pending contractors needing induction.
 - Completed works/security pass cancellations.
 - Meetings should occur frequently enough to maintain the five-day notice period
-

6. Induction Booking

- **TSUK Authoriser** approves contractors and authorises induction attendance.
 - Approval triggers automatic notification to **TSUK Induction Centre**, which books induction.
 - Contractor receives email with induction details.
 - **TSUK Induction Centre** informs **NGET Site Manager or delegated Responsible Employee** of any non-attendance.
-

7. Site Attendance

- Contractor attends induction on day one.
 - Cleared for site attendance and issued a Frequent Visitor security pass.
-

Access Protocol: NGET Contractor Access
Version March 2026

8. Ongoing Register Management

- Limit active cards throughout contractor duration as far a reasonably practicable.
- NGET Register managed by approved individuals only.
- Once work has finished, persons card is deactivated.
- Ensure compliance with prevailing **Data Protection legislation**.

9. Version Control: March 2026, review due March 2027

Revision 1.4

- Authorised by NGET:
.....
- Authorised by TSUK: Works Protection
.....
- Authorised by TSUK: (TBA on behalf of User Control Engineer*)
.....

*TSUK Authoriser to be User Control Engineer, understanding the specific SRS for the Port Talbot site. The UCE is envisaged to be the single point of contact as TSUK Authoriser.

** User Control Centre: Energy Control Centre @ TSUK Port Talbot (as of March 2026)

HM Land Registry

Transfer of part of registered title(s)

TP1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.
For example 'edged red'.

For example 'edged and numbered 1 in blue'.
Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** of the persons transferring the property.
Complete as appropriate where the transferor is a company.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) out of which the property is transferred: WA189629 and CYM751487
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: WA189629; WA585510; WA896329; CYM455516; CYM12513; WA3207; CYM751487; CYM736255 and CYM336694
3	Property: Land at Port Talbot Steel Works, Port Talbot The property is identified ☒ on the attached plan and shown: edged red on Plan 1 and Plan 2, but excluding the Leachate Pipe and the Water Monitoring Apparatus ☐ on the title plan(s) of the above titles and shown:
4	Date: 1 May 2026
5	Transferor: Tata Steel UK Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 02280000 <u>For overseas entities</u> (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:



Tata Steel UK Limited
Port Talbot Works

[illegible]

NO	ITEM	DRG. No.	OR	MATL.	ITEM	DESCRIPTION
	SCALE	1:500	@AD		PLANT	Margom Burrows
	DRAWN	05/01/2026		RN	SECTION	Net Biodiversity Benefit Land
	CHECKED				DESCRIPTION	Showing Net Biodiversity Land for Transfer
	APPROVED					
COPYRIGHT - Tata SteelUK Limited						
CONFIDENTIAL					ORIGINATING OFFICE	
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JOB REF :					RECEIVING OFFICE	
CAD FILE :						REV