

From: [Antonia Peacock](#)
To: [AwelyMor](#)
Cc: [awelymor@rwe.com](#); [Pickard, Jo](#); [Ryan McManus](#); [Stephens, Jake](#)
Subject: Awel y Môr Offshore Wind Farm RFI Response
Date: 29 August 2023 17:32:20
Attachments: [image001.png](#)
[image002.png](#)
[image003.jpg](#)
[RFI AvM Response Letter 140823.pdf](#)
[RFI AvM NHWF Protective Provisions Tracked RevA.pdf](#)
[RFI AvM Crown Land Plan RevE.pdf](#)
[RFI AvM NHWF Protective Provisions Clean RevA.pdf](#)

Dear Jake,

Please take this email as Awel y Môr Offshore Wind Farm Limited's response to the RFI issued on 14th August 2023.

The Applicant's response consists of the following documents which are attached to this email:

1. The Applicant's response to the RFI
2. Updated Crown Land Plan
3. NHWF Protective Provisions (Tracked)
4. NHWF Protective Provisions (Clean)

Please let me know if there is any further information you require. I would also be grateful if you can acknowledge receipt and confirm the response as being submitted today, 29 August 2023.

Many thanks,
Antonia



www.gobeconsultants.com

Antonia Peacock

Pronouns: 

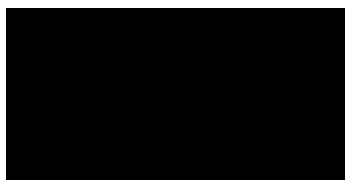
Consultant, GoBe Consultants

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Awel y Môr Offshore Wind Farm

Crown Land Plan

Post Examination RFI

Date: 29 August 2023

Revision: E

Document Reference: N/A

Application Reference: 2.10



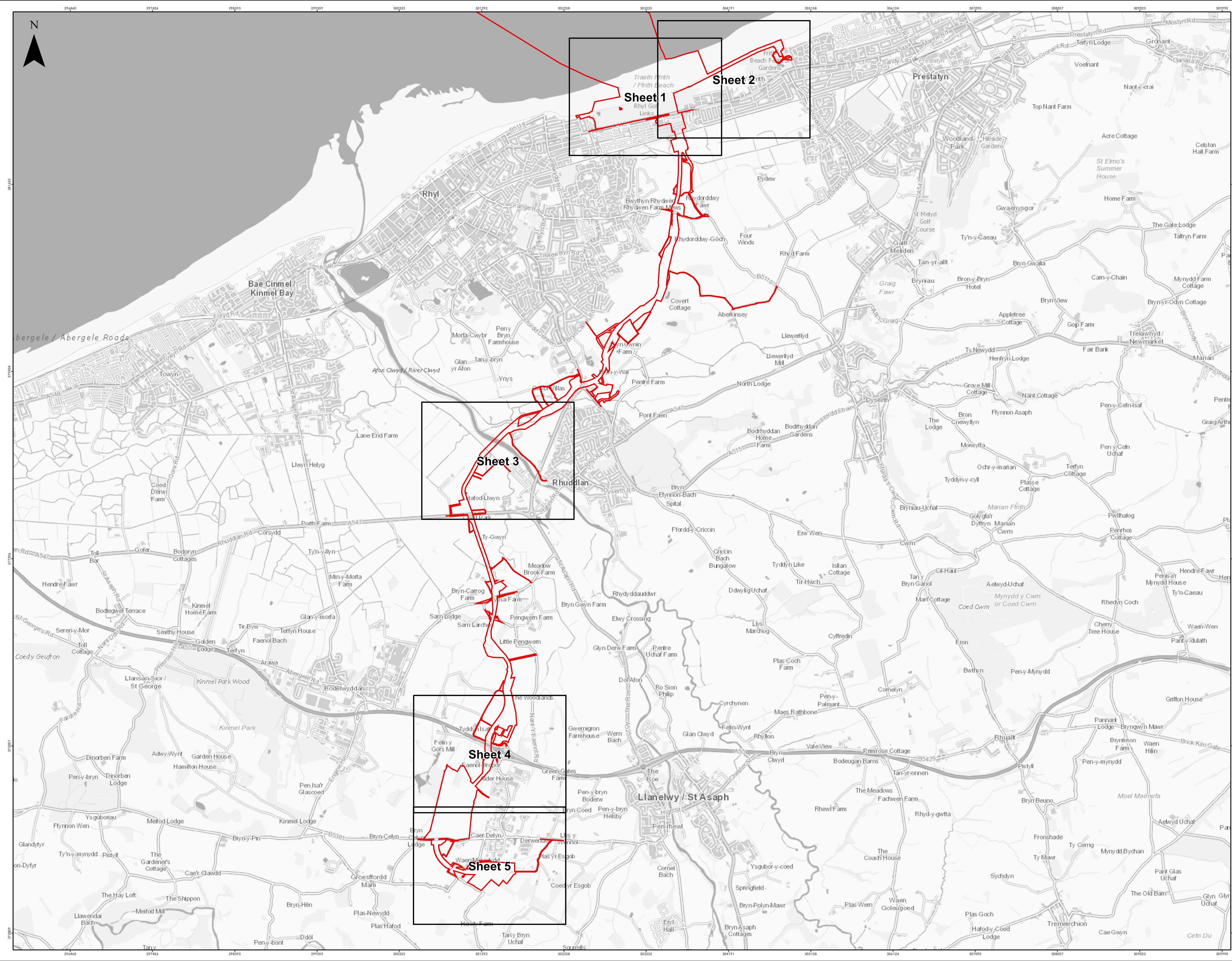
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A	March 2022	ES	Dalcour McLaren	RWE	RWE
B	May 2022	ES	Dalcour McLaren	RWE	RWE
C	October 2023	Deadline 1	Dalcour McLaren	RWE	RWE
D	February 2023	Deadline 6	Dalcour McLaren	RWE	RWE
E	August 2023	RFI	Dalcour McLaren	RWE	RWE

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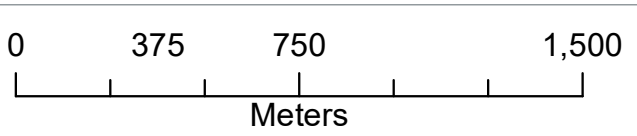
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Swindon



LEGEND

Sheet Boundary

Order Limits



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PROJECT TITLE:
AWEL Y MÔR OFFSHORE WINDFARM

DRAWING TITLE:
**Crown Land - Onshore
Index Sheet**

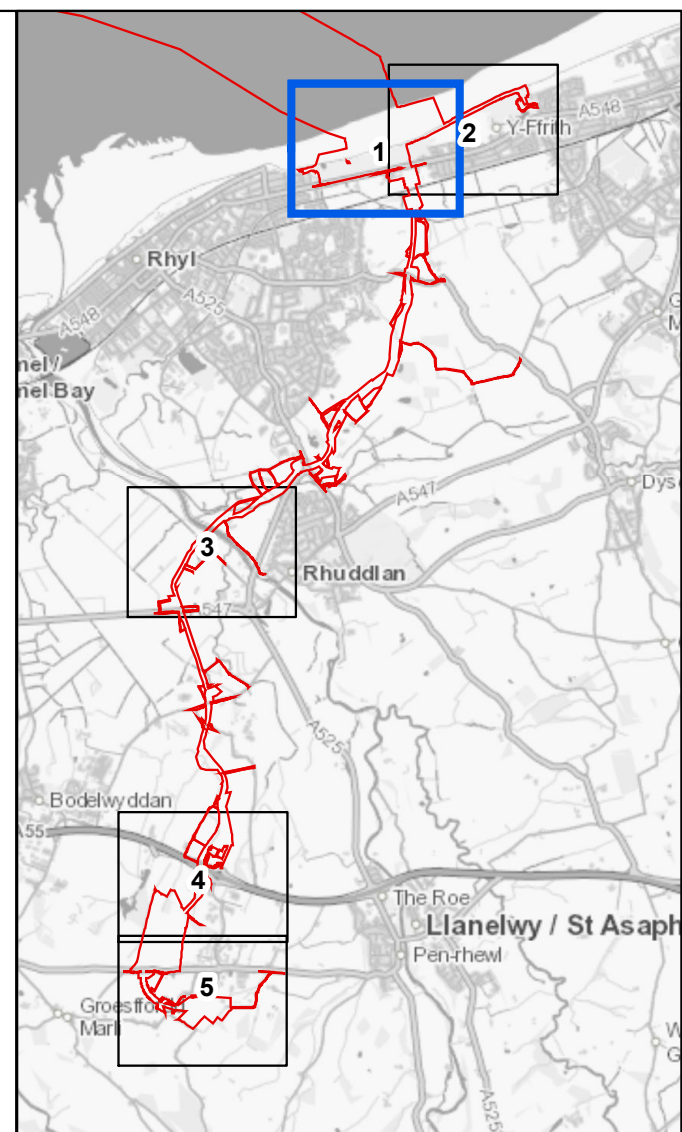
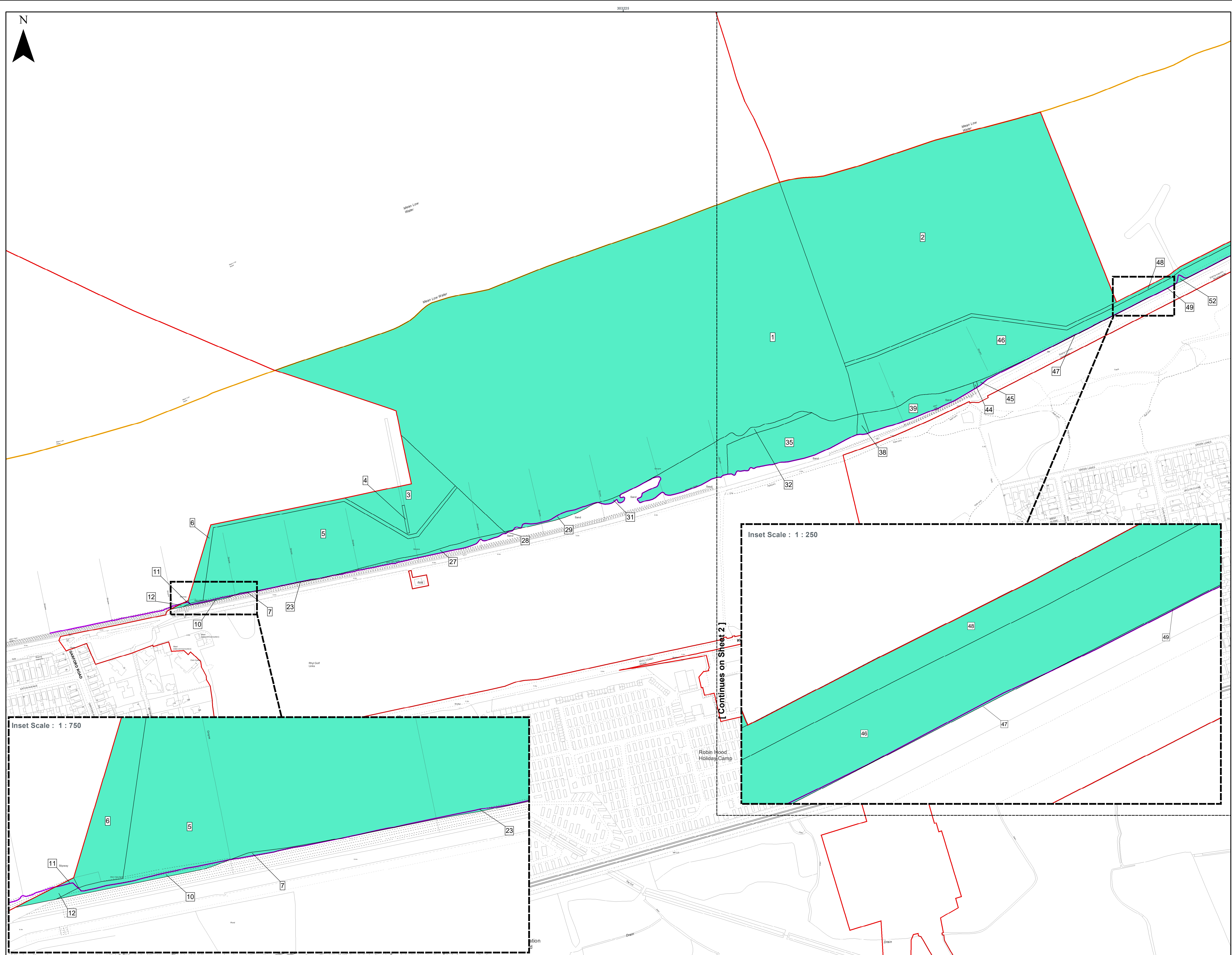
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1	15/04/2022	First Issue	AL	IM
2	25/05/2022	Updated label positions and plot extents	AL	IM
3	17/10/2022	Updated plot and Order Limits boundary	AL	IM
4	15/02/2023	Updated Order Limits boundary	AL	IM
5	23/08/2023	Updated Plot Symbolology	AL	IM

DRAWING NUMBER: **197212_LP-003**





Sheet No: 1 of 1
SCALE: 1:20,000 PLOT SIZE: A1 DATUM: OSGB 1936 PROJECTION: BNG



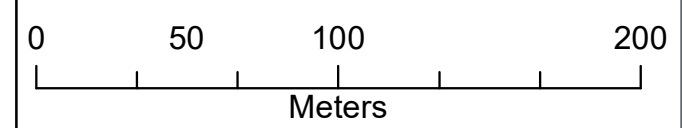
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LEGEND

-  Order Limits
-  Mean Low Water
-  Mean High Water
-  The Kings's Most Excellent Majesty In Right Of His Crown

1; 2; 3; 4; 5; 6; 7; 10; 11; 12; 23; 27; 28; 29; 31; 32;
35; 38; 39; 44; 45; 46; 47; 48; 49; 52



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PROJECT TITLE:

AWEL Y MÔR OFFSHORE WINDFARM

DRAWING TITLE

Crown Land - Onshore

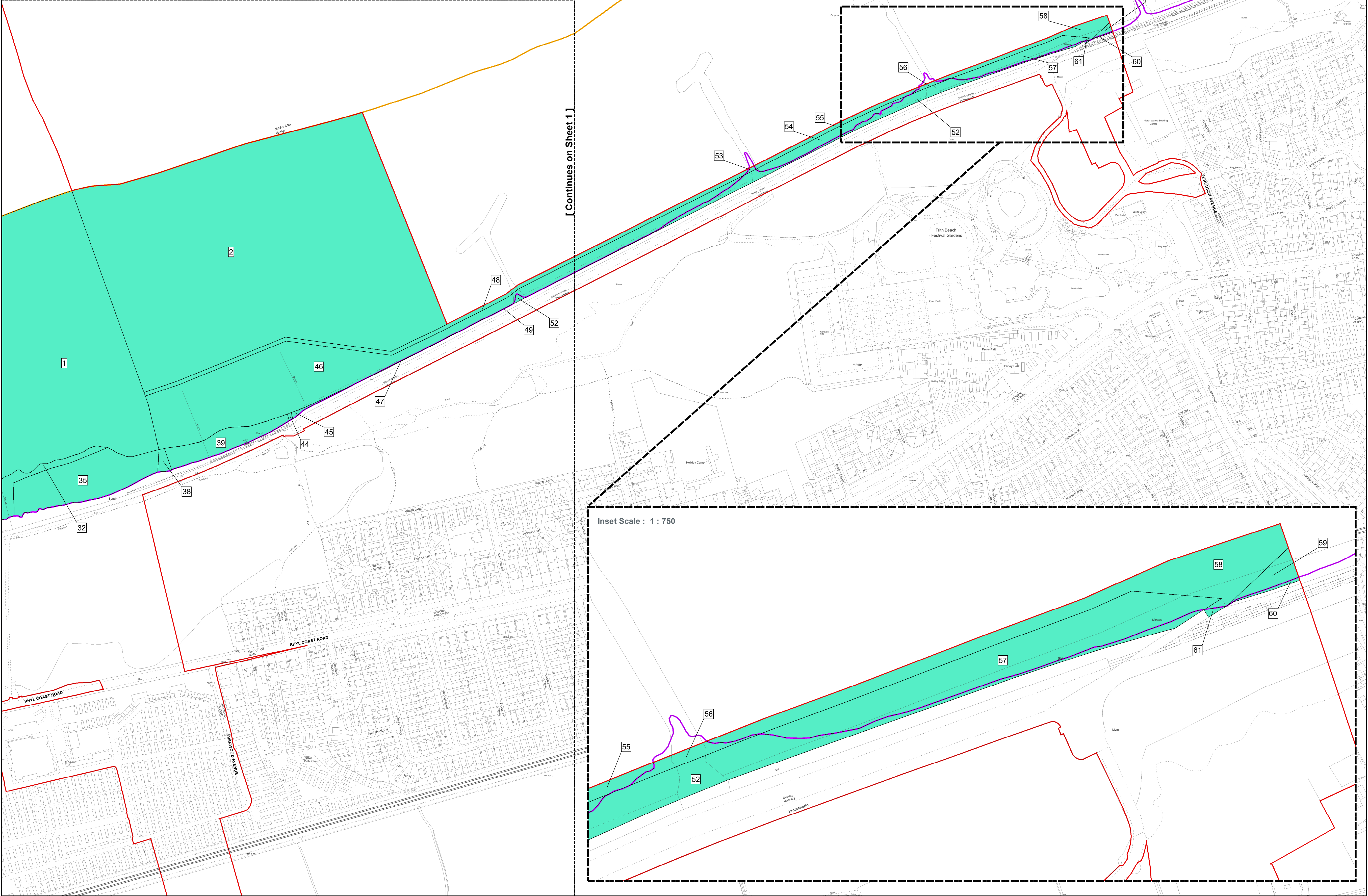
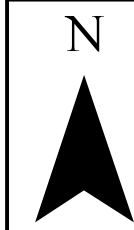
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3	17/10/2022	Updated plot and Order Limits boundary	AL	IM
4	15/02/2023	Updated Order Limits boundary	AL	IM
5	23/08/2023	Updated Plot Symbolology	AL	IM

DRAWING NUMBER: 197212_LP-004

Sheet No: 1 of 1

SCALE: 1:2,500	PLOT SIZE: A1	DATUM: OSGB 1936	PROJECTION: BNG
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Fferm Wynt Alltraeth
AWEL Y MÔR
Offshore Wind Farm



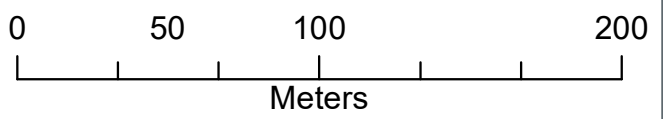
[Continues on Sheet 1]

Inset Scale : 1 : 750

LEGEND

- Order Limits
- Mean Low Water
- Mean High Water
- The Kings's Most Excellent Majesty in Right Of His Crown

1; 2; 32; 35; 38; 39; 44; 45; 46; 47; 48; 49; 52; 53; 54; 55; 56; 57; 58; 59; 60; 61



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PROJECT TITLE:
AWEL Y MŌR OFFSHORE WINDFARM

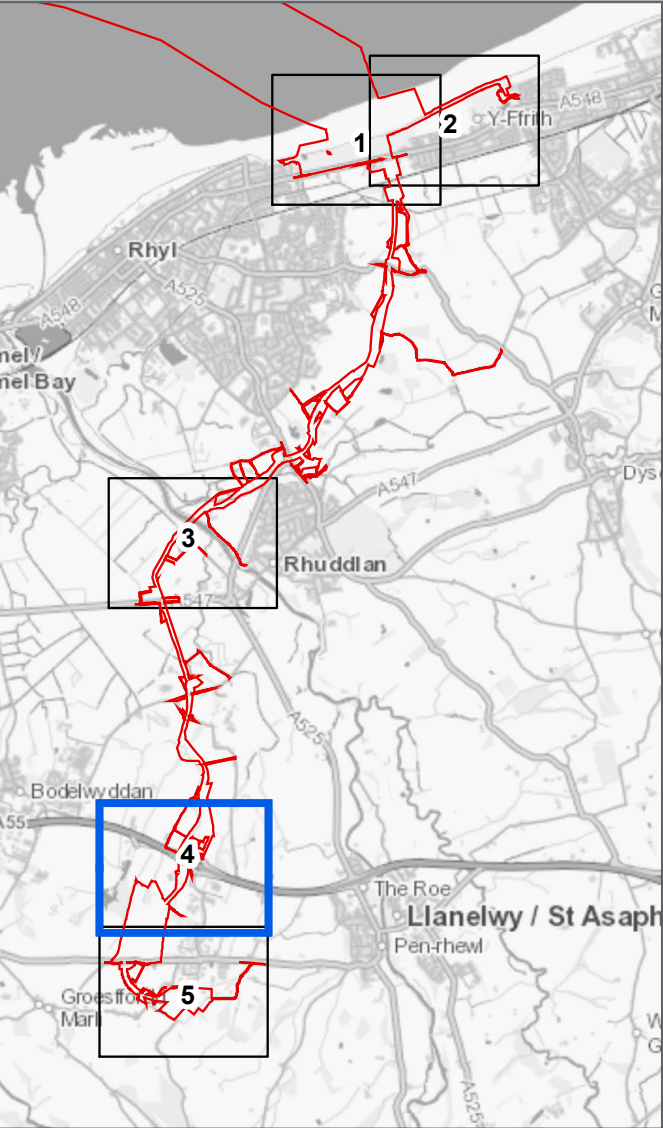
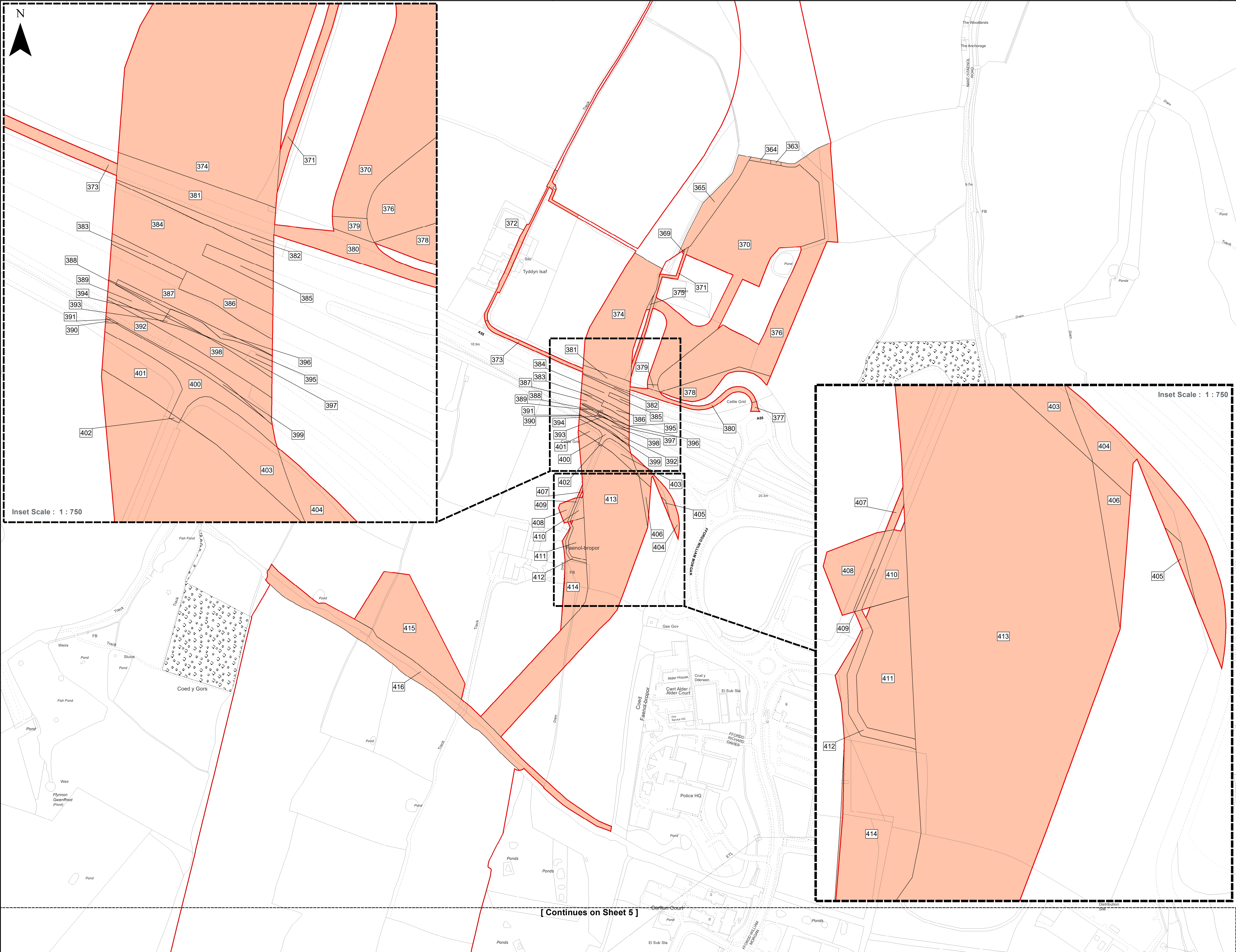
DRAWING TITLE:
Crown Land - Onshore

VER	DATE	REMARKS	Drawn	Checked
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5	23/08/2023	Updated Plot Symbolology	AL	IM

DRAWING NUMBER: 197212_LP-004

Sheet No: 2 of 5
SCALE: 1:2,500 PLOT SIZE: A1 DATUM: OSGB 1936 PROJECTION: BNG

AWEL Y MŌR
Offshore Wind Farm



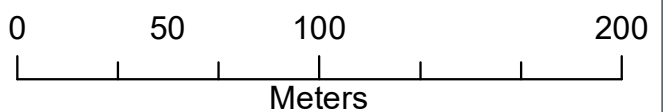
LEGEND

Order Limits

Welsh Ministers

363; 364; 365; 369; 370; 371; 372; 373; 374; 375;
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396; 397; 398; 399; 400; 401; 402; 403; 404; 405;
406; 407; 408; 409; 410; 411; 412; 413; 414; 415;
416

The relevant interests of the Secretary of State for Wales were transferred to the National Assembly for Wales under Schedule 1 of the National Assembly for Wales (Transfer of Functions) Order 1999. Relevant interests of the National Assembly for Wales were transferred to the Welsh Ministers under section 162 of, and paragraphs 30, 32 and 39 of Schedule 11 of the Government of Wales Act 2006



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PROJECT TITLE:
AWEL Y MŌR OFFSHORE WINDFARM

DRAWING TITLE:
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DRAWING NUMBER: **197212_LP-004**

Sheet No: 4 of 5
SCALE: 1:2,500 PLOT SIZE: A1 DATUM: OSGB 1936 PROJECTION: BNG



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Awel y Môr Offshore Wind Farm

Protective Provisions for North Hoyle Wind Farm Limited (Clean)

Post Examination RFI

Date: 29 August 2023

Revision: A

Document Reference: N/A

Application Reference: N/A



REVISION	DATE	STATUS/ REASON FOR ISSUE	AUTHOR	CHECKED BY	APPROVED BY
A	August 2023	RFI	Burges Salmon	RWE	RWE

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For the protection of North Hoyle Wind Farm Limited

Application

1. The provisions of this Part have effect unless otherwise agreed in writing between the undertaker and North Hoyle Wind Farm Limited.

Interpretation

2. In this part—

“Company” means North Hoyle Wind Farm Limited (company number 02904841) whose registered address is at 5th Floor, 20 Fenchurch Street. London, England, EC3M 3BY;

“Company cables” means the export cables leading from North Hoyle wind farm to their onshore grid connection;

“crossing points” means the points at which the Company cables and the undertaker cables cross each other;

“force majeure event” means any cause beyond the reasonable control of the undertaker, and which the undertaker by the exercise of reasonable diligence is unable to prevent, avoid or remove, and in relation to which the undertaker has exercised and is exercising the standard of a reasonable and prudent operator provided that a lack of funds does not constitute a force majeure event;

“method statement” means such designs, details and procedures for performance of the specified work as are sufficient to enable the Company (acting reasonably) to satisfy itself as to the safety and security of the Company cables and the technical adequacy of the specified work, such designs, details and procedures must as a minimum include—

- (a) construction methods and programmes;
- (b) vessel handling and positioning systems;
- (c) stabilisation details;
- (d) details of the vertical and horizontal separation between the Company cables and the undertaker cables;
- (e) details of the proposed protection measures for the Company cables and provision of such protective works (whether temporary or permanent) as the Company may reasonably require for the safety and operation of the Company cables;
- (f) the proposed timetable for the work;
- (g) location, layout and profile of the crossing of the Company cables by the undertaker cables;
- (h) specification of the installation equipment;
- (i) inspection and safety methods; and
- (j) trenching/cable burial details;

“North Hoyle wind farm” means the offshore wind farm operated by the Company to the north east of Work No. 2, the location of which is shown on Sheet No. 2 of the works plans;

“specified work” means works for the construction of so much of Work No. 2 as is within 250 metres of the Company cables or any operation required to re-lay, maintain, renew or remove the undertaker cables within 250 metres of the Company cables if such work becomes necessary for any reason, including survey works (other than survey works that do not involve physical interaction with the seabed);

“standard of a reasonable and prudent operator” means seeking in good faith to perform its contractual obligations, and in so doing and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances and complying with applicable law; and

“undertaker cables” means the subsea cable circuits to be installed by the undertaker as part of Work No. 2.

Requirement for approval of method statement and surveys

3. The undertaker must at least 3 months before commencing construction of any specified work supply to the Company a method statement for the reasonable approval of the Company and the specified work must not be commenced or undertaken except in accordance with such method statement as has been approved in writing by the Company, such approval not to be unreasonably withheld or delayed, settled by arbitration under article 44 (arbitration) or as may be agreed to be varied from time to time, such agreement not to be unreasonably withheld or delayed.

4. If by the expiry of 28 days, beginning on the date on which the method statement was supplied to the Company under paragraph 3, the Company has not communicated approval or disapproval, the Company is deemed to have approved the method statement as supplied.

5.—(1) The undertaker must, at its own cost, carry out all surveys reasonably necessary to confirm the actual position of the Company cables prior to the commencement of any specified work unless otherwise agreed with the Company in writing, such agreement not to be unreasonably withheld or delayed provided that—

- (a) The Company must provide on request, any reasonable assistance in locating the Company cables which must include provision of any as-laid/post-installation survey data relating to the Company cables in the possession and/or control of the Company; and
- (b) If, following the provision of such reasonable assistance, the position of the Company cables has not been identified by the undertaker, the Company and the undertaker must discuss and use all reasonable endeavours to agree upon a suitable method for carrying out the specified work.

6. In granting its approval (or deemed approval) of the method statement the Company is not under any duty to ensure the accuracy, correctness or completeness of the method statement. Approval (or deemed approval) of the method statement by the Company does not release the undertaker from any obligation or liability and is not as between the undertaker and the Company capable of amounting to negligence or contributory negligence on the part of the Company in the event of any claim or proceedings arising out of or in connection with the specified work unless the loss, damage or expense giving rise to such claim or proceeding is caused by the neglect or default of the Company, its officers, employees, contractors or agents.

7. The undertaker must use all reasonable endeavours to ensure the route of the undertaker cables is designed to cross the Company cables at a horizontal angle which is as close as possible to a right angle as is practicable having due regard to other route requirements.

Requirement for notification of start of works

8.—(1) The undertaker must give the Company no less than 15 working days' written notice of its intention to carry out any specified work providing—

- (a) the nature of the specified work; and
- (b) the anticipated dates of commencement and completion of the specified work.

(2) In the event of the specified work not being commenced within 15 working days of the anticipated date of commencement as notified by the undertaker pursuant to sub-paragraph (1) the undertaker must re-notify the information referred to in sub-paragraph (1).

Carrying out of works

9. The undertaker must allow the Company all access to the Company cables as may be reasonably required by the Company for the purposes of maintenance when carrying out any specified work.

10. The undertaker must ensure that the specified work are carried out with all reasonable skill and care, in accordance with all relevant statutory obligations and in accordance with the method statement for the specified work approved in accordance with paragraph 3 or deemed approved under paragraph 4 or such alternative designs, details and procedures which the undertaker may propose and the Company may accept from time to time at its sole discretion.

11. Any contractor and/or subcontractor used by the undertaker for the purpose of the specified work must be suitably qualified and experienced in carrying out the type of work for which it is engaged. The undertaker must take and procure that its contractors and/or subcontractors take all such measures as ought reasonably to be taken in accordance with the standard of a reasonable and prudent operator to avoid the risk of damage to the Company cables.

12. Either during the installation or as soon as practicable after the installation of the undertaker cables, the crossing points must be inspected by the undertaker or on its behalf, at the undertaker's expense, by means of a remotely operated vehicle or by divers or such other method reasonably agreed by the Company, to ascertain that the undertaker cables and the Company cables have the agreed vertical separation distance at the crossing points in accordance with the method statement approved in accordance with paragraph 3 or deemed approved under paragraph 4. In the event that the undertaker cables and the Company cables have been adequately vertically separated then the undertaker must consult with the Company to determine the most appropriate course of action and the undertaker must, at its own expense then rectify the situation to provide such vertical separation.

13.—(1) The undertaker must provide the Company with the actual as-laid route of the undertaker cables in the vicinity of the Company cables by—

- (a) provision of co-ordinates of the crossing points within 48 hours after completion of installation of the undertaker cables within a 250 metre radius from the crossing points; and
- (b) provision of charted information of the crossing points as soon as practicable after the completion of the installation of the undertaker cables.

14. The undertaker must ensure that the risk of dropped object, anchoring, grounding, vessel drift-off, impact from jack-up legs etc. is to be adequately assessed and precautions taken to minimise such risks as far as reasonably possible.

Future specified work

15. Following the installation of the undertaker cables, the undertaker must use all reasonable endeavours to consult the Company in good faith regarding any future specified work which may be required to the undertaker cables. The undertaker and Company must work together to accommodate any such future specified work if this is required and must use all reasonable endeavours to agree the timings and methods for any future specified work to be undertaken, such agreement not to be unreasonably withheld or delayed by the Company.

16. Notwithstanding the provisions of paragraph 15, if any future specified work is required which is of an urgent or emergency nature, the Company and the undertaker must use all reasonable endeavours to undertake such work in an expeditious manner and must work together in good faith to enable such future specified work to be undertaken as required and the undertaker must give the Company as much written notice as is reasonably possible in light of the emergency or urgency before undertaking such future specified work (including all relevant details of the proposed future specified work).

17.—(1) Subject to paragraphs 15 and 16, where the undertaker requires to carry out any future specified work then the undertaker must—

- (a) provide the Company with not less than 1 calendar month notification of its intention to carry out any such future specified work;
- (b) provide the Company with all such reasonable information concerning the future specified work and the procedures for the conduct of the future specified work as the Company may reasonably require and the provisions of paragraphs 3 to 14 must apply to any such future specified work *mutatis mutandis* except that:
 - (i) the time period for providing a method statement under paragraph 3 must be 1 calendar month prior to the commencement of the future specified work;
 - (ii) the time period for approving a method statement under paragraph 4 must be 15 working days;
 - (iii) the time period for advising the anticipated dates of commencement and completion of the future specified work under paragraph 8 must be 10 working days.

Works on Company cables

18.—(1) Subject to sub-paragraphs (2) and (3), the Company is entitled, at the Company's expense, to carry out any operation required to re-lay, maintain, renew or remove the Company cables within 250 metres of the undertaker cables if such work becomes necessary for any reason.

(2) When the Company proposes to undertake work under sub-paragraph (1) they must follow the procedure set out in paragraphs 15 to 17 which applies with the following modifications to the relevant paragraphs and defined terms—

- (a) The references to the “the undertaker” must be read as references to “the Company”;
- (b) The references to “the Company” must be read as references to “the undertaker”; and
- (c) The references to “future specified work” must be read as “work permitted under paragraph 18.”

(3) When the Company undertakes work under sub-paragraph (1) they are subject to paragraphs 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28 which applies with the following modifications to the relevant paragraphs and defined terms—

- (a) The references to the “the undertaker” must be read as references to “the Company”;
- (b) The references to “the Company” must be read as references to “the undertaker”;
- (c) The reference to “undertaker cables” must be read as references to “Company cables”;
- (d) The references to “Company cables” must be read as references to “undertaker cables”; and
- (e) The references to “specified work” must be read as “work permitted under paragraph 18.”

Restrictions on anchors and moorings

19. The undertaker must not deploy anchors or other ground mooring equipment within 250 metres of the Company cables unless in accordance with DNV Standards or otherwise except on obtaining, for the those anchors or ground mooring equipment, written agreement of the Company (or the written agreement of representative of the Company supervising the work in terms of paragraph 25).

Indemnity and liabilities

20.—(1) Subject to sub-paragraphs (2), (3) and (4), if by reason or in consequence of the carrying out of any specified work, any damage is caused to any apparatus or property of the Company or there is any interruption or reduction in any electricity supply by the Company or the Company becomes liable to pay any amount to any third party, the undertaker must—

- (a) bear and pay on demand accompanied by an invoice or claim from the Company the cost reasonably and properly incurred by the Company in making good such damage or restoring the supply;
- (b) indemnify the Company for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs reasonably and properly incurred by or recovered from the Company by reason or in consequence of any such damage, interruption or reduction or the Company becoming liable to any third party as aforesaid other than arising from any default by the Company; and
- (c) indemnify the Company for any and all claims, proceedings, damages (whether in contract or tort), costs (including reasonable legal costs), demands, liabilities, or expenses incurred by the Company which arises out of or in connection with any pollution caused by or which arises out of any specified work carried out by or on behalf of the undertaker,

provided that at all times the Company will be under an obligation to take reasonable steps to mitigate its loss.

(2) The fact that any act or thing may have been done by the Company on behalf of the undertaker or in accordance with a plan or method statement approved by the Company or in accordance with any requirement of the Company or as a consequence of carrying out any of the specified work or under its supervision does not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this paragraph where the undertaker fails to carry out and execute the specified work properly with due care and attention and in a skillful and workmanlike manner or in a manner that does not materially accord with the approved method statement (or as otherwise agreed between the undertaker and the Company).

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of—

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of the Company, its officers, employees, contractors or agents;
- (b) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.

(4) The Company must give the undertaker reasonable notice of any claim or demand and no settlement, admission of liability or compromise or demand, unless payment is required in connection with a statutory compensation scheme, is to be made without first consulting the undertaker and considering its representation.

21.—(1) The undertaker is responsible for the recovery or removal and when appropriate the marking or lighting of any wreck or debris arising from or relating to or in connection with carrying out any part of the specified work when required by—

- (a) any applicable law or governmental authority;
- (b) any applicable consent or third party agreement that the Company is subject and/or a party to; or
- (c) where such wreck or debris is interfering with the Company's operations or is a hazard to fishing or navigation,

and must be liable for, and must indemnify and hold harmless the Company, from and against any and all claims, proceedings, damages (whether in contract or tort), costs (including reasonable legal costs), demands, liabilities, or expenses incurred by the Company which arises out of or in connection with any such wreck or debris, whether or not the negligence or breach of duty (whether statutory or otherwise) of the Company contributed to such wreck or debris.

22.—(1) In the event of the undertaker being liable for damage to the Company cables, the Company may at its discretion either—

- (a) require the undertaker to repair the damage; or
- (b) carry out the repair work itself.

(2) Should the Company elect to carry out the repair work itself, the Company must use all reasonable endeavours to minimise costs and must take all reasonable action to repair the Company cables as soon as practicable. The repairs must be effected with due regard to the technical requirements of the Company cables and nothing in this paragraph must oblige the Company to accept a standard of repair that would adversely affect the technical performance of the affected cable.

23. In the event of the undertaker being liable for damage to the Company cables, the Company must use all reasonable endeavours to notify the undertaker of the existence of the damage to the Company cables as soon as practicable after the existence of such damage is known.

24. The undertaker must use reasonable endeavours to procure that any policies of insurance of the undertaker must contain waiver of subrogation rights which reflect the provisions of this Part.

Representatives

25.—(1) The Company is entitled to have not more than 2 representatives present while any specified work is being carried out by the undertaker whose role must be as follows—

- (a) Any cost and logistics associated with onboarding and the services of the Company representatives shall be covered by the undertaker.
- (b) Any representatives must be suitably qualified and experienced and must comply with the Maritime Labour Convention 2006 Regulations.
- (c) The Representatives may be located on any vessel carrying out the specified work and must have full and free access at all times to all activities related to the specified work.
- (d) The undertaker must afford the representatives its full cooperation in the execution of the representative's duties under this paragraph.

- (e) The representatives only function is to safeguard the interests of the Company and he/she/they have no duty to ensure or procure the doing of anything for the benefit of undertaker or to prevent anything which may be to the detriment of the undertaker respectively, provided however that the representatives must act in good faith at all times.

Insurance

26.—(1) The undertaker must arrange insurance as follows—

- (a) The undertaker must at all times when carrying out specified work, insure at its own cost for its liability under paragraphs 20 and 21 for the sum of twenty million euros (€20,000,000) for any one incident (or series of connected incidents) and forty million euros (€40,000,000) in total for any incident or series of incidents, related or unrelated, in any 12 month period;
- (b) All such policies of insurance must be placed with are placed with an insurance office approved to do business in Germany or the United Kingdom; and
- (c) The undertaker must provide the Company with evidence of that such insurance is in place (via a brokers' confirmation or similar) as may be reasonably requested by the Company from time to time.

Force majeure

27.—(1) The undertaker must not be responsible for any failure to fulfil any paragraph of this Part if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure event which has been notified in accordance with the following provisions—

- (a) In the event of a force majeure event, the undertaker must notify the Company as soon as practicable and in any event not later than 10 working days after the undertaker became aware of the event or circumstance giving the full particulars thereof and must use all reasonable endeavours to remedy the situation without delay;
- (b) Following notification of a force majeure event in accordance with sub-paragraph (1)(b), the undertaker and the Company must meet without delay (and thereafter at regular intervals) to discuss the effect of the force majeure event with a view to agreeing a mutually acceptable course of action to minimise any effects of such occurrence.
- (c) The undertaker must at all times use all reasonable endeavours to avoid, overcome and minimise any delay in the performance of this Part as a result of any force majeure event.
- (d) If the undertaker is affected by force majeure event whilst any of its vessels or equipment are engaged in the performance of a specified work it must ensure that all reasonable steps are taken to ensure the protection of the Company cables from damage and must immediately notify the Company of any such steps taken.
- (e) The undertaker must give notice to the Company when it ceases to be affected by the force majeure event and must as soon as reasonably possible after the cessation of the force majeure event resume performance of its obligations under this Part.

Costs and expenses

28.—(1) The undertaker must pay the Company on demand all reasonable charges, costs and expenses incurred by the Company in direct consequence of any specified work carried out by the undertaker under this Part including without limitation—

- (a) the approval of method statements;
- (b) the carrying out of protective works (including any temporary protective works and their removal);
- (c) the supervision or monitoring of any specified work by the undertaker including the cost of appointing representatives in terms of paragraph 25; and
- (d) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any specified work.

Arbitration

29. Any dispute arising between the undertaker and the Company under this Part must be determined by arbitration under article 44 (arbitration).



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Awel y Môr Offshore Wind Farm

Protective Provisions for North Hoyle Wind Farm Limited (Tracked)

Post Examination RFI

Date: 29 August 2023

Revision: A

Document Reference: N/A

Application Reference: N/A



REVISION	DATE	STATUS/ REASON FOR ISSUE	AUTHOR	CHECKED BY	APPROVED BY
A	August 2023	RFI	Burges Salmon	RWE	RWE

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For the protection of North Hoyle Wind Farm Limited

Application

1. The provisions of this Part have effect unless otherwise agreed in writing between the undertaker and North Hoyle Wind Farm Limited.

Interpretation

2. In this part—

“Company” means North Hoyle Wind Farm Limited (company number 02904841) whose registered address is at 5th Floor, 20 Fenchurch ~~S~~street. London, England, EC3M 3BY;

“Company cables” means the export cables leading from North Hoyle wind farm to their onshore grid connection;

“crossing points” means the points at which the Company cables and the undertaker cables cross each other;

“force majeure event” means any cause beyond the reasonable control of the undertaker, and which the undertaker by the exercise of reasonable diligence is unable to prevent, avoid or remove, and in relation to which the undertaker has exercised and is exercising the standard of a reasonable and prudent operator provided that a lack of funds ~~shall~~does not constitute a force majeure event;

“method statement” means such designs, details and procedures for performance of the specified work as are sufficient to enable the Company (acting reasonably) to satisfy itself as to the safety and security of the Company cables and the technical adequacy of the specified work, such designs, details and procedures ~~shall~~must as a minimum include—

- (a) construction methods and programmes;
- (b) vessel handling and positioning systems;
- (c) stabilisation details;
- (d) details of the vertical and horizontal separation between the Company cables and the undertaker cables;
- (e) details of the proposed protection measures for the Company cables and provision of such protective works (whether temporary or permanent) as the Company may reasonably require for the safety and operation of the Company cables;

~~(f)~~ the proposed timetable for the work;

~~(g)~~(f) location, layout and profile of the crossing of the Company cables by the undertaker cables;

~~(h)~~(g) specification of the installation equipment;

~~(i)~~(h) inspection and safety methods; and

~~(j)~~(i) ~~trenching/cable burial details~~copies of the approved cable burial risk assessment and cable route burial protocol;

“North Hoyle wind farm” means the offshore wind farm operated by the Company to the north east of Work No. 2, the location of which is shown on Sheet No. 2 of the works plans;

“specified work” means works for the construction of so much of Work No. 2 as is within 250 metres of the Company cables or any operation required to re-lay, maintain, renew or remove the undertaker cables within 250 metres of the Company cables if such work becomes necessary for any reason, including survey works (other than survey works that do not involve physical interaction with the seabed); any operation (including the anchoring of vessels) within 500 metres of the Company cables, including any work for the laying of the undertaker cables; crossing of the Company cables and the installation and any maintenance or remedial work of whatever nature (including removal) on the undertaker cables;

“standard of a reasonable and prudent operator” means seeking in good faith to perform its contractual obligations, and in so doing and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under

Commented [BS1]: References to 'shall' and 'will' amended in line with guidance from Advice Note 15

Commented [BS2]: Protective provisions should apply to 'specified work' as defined

Commented [BS3]: It is not considered relevant or appropriate for a cable burial risk assessment or cable route burial protocol to be provided on the basis that the undertaker's cable would be laid over the Company's cable. The provision of trenching/cable burial details in the vicinity of the crossing is a more appropriate approach and reflects what has been agreed between the parties in the context of the crossing agreement

Commented [BS4]: The definition of 'specified work' is amended to reflect what has been agreed between the parties in relation to the crossing agreement

the same or similar circumstances and complying with applicable law; and

"undertaker cables" means the ~~submarine AC power export subsea cables circuits~~ to be installed by the undertaker ~~in terms as part of Work No. 2.~~

Requirement for approval of method statement and surveys

3. The undertaker must at least 3 months before commencing construction of any specified work supply to the Company a method statement for the reasonable approval of the Company and the specified work must not be commenced or undertaken except in accordance with such method statement as has been approved in writing by the Company, ~~such approval not to be unreasonably withheld or delayed, settled by arbitration under article 44 (arbitration) or as may be agreed to be varied from time to time, such agreement not to be unreasonably withheld or delayed.~~

4. If by the expiry of 28 days, beginning on the date on which the method statement was supplied to the Company under paragraph 3, the Company has not communicated approval or disapproval, the Company is deemed to have approved the method statement as supplied.

5.—(1) The undertaker ~~shall~~must, at its own cost, carry out all surveys reasonably necessary to confirm the actual position of the Company cables prior to the commencement of any specified work unless otherwise agreed with the Company in writing, such agreement not to be unreasonably withheld or delayed provided that—

- (a) The Company ~~shall~~must provide on request, any reasonable assistance in locating the Company cables which ~~shall~~must include provision of any as-laid/post-installation survey data relating to the Company ~~c~~Cables in the possession and/or control of the Company; and
- (b) If, following the provision of such reasonable assistance, the position of the Company cables has not been identified by the undertaker, the Company and the undertaker ~~shall~~must discuss and use all reasonable endeavours to agree upon a suitable method for carrying out the specified work.

6. In granting its approval (or deemed approval) of the method statement the Company ~~shall~~is not ~~be~~ under any duty to ensure the accuracy, correctness or completeness of the method statement. Approval (or deemed approval) of the method statement by the Company ~~shall~~does not release the undertaker from any obligation or liability and ~~shall~~is not as between the undertaker and the Company ~~be~~ capable of amounting to negligence or contributory negligence on the part of the Company in the event of any claim or proceedings arising out of or in connection with the specified works unless the loss, damage or expense giving rise to such claim or proceeding is caused by the ~~willful misconduct or neglect or default of the Company, its officers, employees, contractors or agents.~~

7. The undertaker ~~shall~~must use all reasonable endeavours to ensure the route of the undertaker cables ~~shall be~~is designed to cross the Company cables at a horizontal angle which is as close as possible to a right angle as is practicable having due regard to other route requirements.

Requirement for notification of start of works

8.—(1) The undertaker ~~shall~~must give the Company no less than 15 working days' written notice of ~~their~~its intention to carry out any specified work providing—

- (a) the nature of the specified work; and
- (b) the anticipated dates of commencement and completion of the specified work.

(2) In the event of the specified work not being commenced within 15 working days of the anticipated date of commencement as notified by the undertaker pursuant to sub-paragraph (1) the undertaker ~~shall~~must re-notify the information referred to in sub-paragraph (1).

Carrying out of works

9. The undertaker ~~shall~~must allow the Company all access to the Company cables as may be reasonably required by the Company for the purposes of maintenance when carrying out any specified works.

10. The undertaker ~~shall~~must ensure that the specified works are carried out with all reasonable skill and care, in accordance with all relevant statutory obligations and in accordance with the method statement for the specified works approved in accordance with paragraph 3 or deemed approved under paragraph 4 or such alternative designs, details and procedures which the undertaker

Commented [BS5]: Definition amended for consistency with Work No 2 wording

Commented [BS6]: Wording added to align with Rhyl Flats protective provisions

may propose and the Company may accept from time to time at its sole discretion.

11. Any contractor and/or subcontractor used by the undertaker for the purpose of the specified works ~~shall~~must be suitably qualified and experienced in carrying out the type of work for which it is engaged. The undertaker ~~shall~~must take and procure that its contractors and/or subcontractors ~~shall~~ take all such measures as ought reasonably to be taken in accordance with ~~good offshore cable practice—the standard of a reasonable and prudent operator~~ to avoid the risk of damage to the Company cables.

Commented [BS7]: Amendment made to refer to defined term

12. Either during the installation or as soon as practicable after the installation of the undertaker cables, the crossing points ~~shall~~must be inspected by the undertaker or on its behalf, at the undertaker's expense, by means of a remotely operated vehicle or by divers or such other method ~~as shall be~~ reasonably agreed by the Company, to ascertain that the undertaker cables and the Company cables have the agreed vertical separation distance at the crossing points in accordance with the method statement approved in accordance with paragraph 3 ~~or deemed approved under paragraph 4~~. In the event that the undertaker cables and the Company cables have been adequately vertically separated then the undertaker ~~shall~~must consult with the Company to determine the most appropriate course of action and the undertaker ~~shall~~must, at its own expense then rectify the situation to provide such vertical separation.

13.—(1) The undertaker ~~shall~~must provide the Company with the actual as-laid route of the undertaker cables in the vicinity of the Company cables by—

- (a) provision of co-ordinates of the crossing points within 48 hours after completion of installation of the undertaker cables ~~in the vicinity of the cables~~within a 250 metre radius from the crossing points; and
- (b) provision of charted information of the crossing points as soon as practicable after the completion of the installation of the undertaker cables.

Commented [BS8]: Wording added to clarify that this should only apply to 250m radius of crossing points

14. The undertaker ~~shall~~must ensure that the risk of dropped object, anchoring, grounding, vessel drift- off, impact from jack-up legs etc. ~~is to~~will be adequately assessed and precautions taken to minimise such risks as far as reasonably possible.

Future specified work

15. Following the installation of the undertaker cables, the undertaker ~~shall~~must use all reasonable endeavours to consult the Company in good faith regarding any future specified work which may be required ~~in~~ to the undertaker cables. The undertaker and Company ~~shall~~must work together to accommodate any such future specified work if this is required and ~~shall~~must use all reasonable endeavours to agree the timings and methods for any future specified work to be undertaken, such agreement not to be unreasonably withheld or delayed by the Company.

16. Notwithstanding the provisions of paragraph 15, if any future specified work is required which is of an urgent or emergency nature, the Company and the undertaker ~~shall~~must use all reasonable endeavours to undertake such work in an expeditious manner and ~~shall~~must work together in good faith to enable such future specified work to be undertaken as required and the undertaker ~~shall~~must give the Company as much written notice as is reasonably possible in light of the emergency or urgency before undertaking such future specified work (including all relevant details of the proposed future specified work).

17.—(1) Subject to paragraphs 15 and 16, where the undertaker requires to carry out any future specified work then the undertaker ~~shall~~must—

- (a) provide the Company with not less than 1 calendar month~~s~~ notification of its intention to carry out any such future specified work;
- (b) provide the Company with all such reasonable information concerning the future specified work and the procedures for the conduct of the future specified work as the Company may reasonably require and the provisions of paragraphs 3 to 14 ~~shall~~must apply to any such future specified work mutatis mutandis except that:
 - (i) the time period for providing a method statement under paragraph 3 ~~shall~~must be 1 calendar month prior to the commencement of the future specified work;
 - (ii) the time period for approving a method statement under paragraph 4 ~~shall~~must be 15

working days;

- (iii) the time period for advising the anticipated dates of commencement and completion of the future specified work under paragraph 8 ~~shall~~must be 10 working days.

Works on Company cables

18.—(1) ~~Subject to sub-paragraphs (2) and (3), The Company shall be~~is entitled, at the Company's expense, to carry out any operation required to re-lay, maintain, renew or remove the Company cables ~~in the within 250 metres vicinity of and over~~ the undertaker cables if such work becomes necessary for any reason.

~~(2) provided that, w~~When the Company proposes to undertake ~~such~~ work under sub-paragraph (1) they ~~shall~~must follow the procedure set out in paragraphs 15 to 17 which applies with the following modifications to the relevant paragraphs and defined terms—

~~(e)(a)~~ (a) The references to the “the undertaker” ~~shall~~must be read as references to “the Company”;

~~(e)(b)~~ (b) The references to “~~t~~The Company” ~~shall~~must be read as references to “the undertaker”; and

~~(e)(c)~~ (c) The references to “future specified work” ~~shall~~must be read as “work permitted under paragraph 18.”

~~(3) When the Company undertakes work under sub-paragraph (1) they are subject to paragraphs 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28 which applies with the following modifications to the relevant paragraphs and defined terms—~~

~~(a) The references to the “the undertaker” must be read as references to “the Company”;~~

~~(b) The references to “the Company” must be read as references to “the undertaker”;~~

~~(c) The reference to “undertaker cables” must be read as references to “Company cables”;~~

~~(d) The references to “Company cables” must be read as references to “undertaker cables”; and~~

~~(e) The references to “specified work” must be read as “work permitted under paragraph 18.”~~

Restrictions on anchors and moorings

18.19. The ~~Company-undertaker~~ ~~shall~~must not deploy anchors or other ground mooring equipment within 250 metres of the Company cables unless in accordance with DNV Standards or otherwise except on obtaining, for the those ~~cables-anchors~~ or ground mooring equipment, written agreement of the Company (or the written agreement of representative of the Company supervising the work in terms of paragraph 25).

Indemnity and liabilities

19.20. —(1) ~~Subject to sub-paragraphs (2), and (3) and (4), if by reason or in consequence of the construction carrying out of any specified work or in consequence of the construction, use, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by it) in the course of carrying out such works (including without limitation any specified work carried out by the undertaker or any subsidence resulting from any such work), any damage is caused to any apparatus or property of the Company or there is any interruption or reduction in any electricity supply by the Company or the Company becomes liable to pay any amount to any third party, the undertaker must will—~~

(a) bear and pay on demand accompanied by an invoice or claim from the Company the cost reasonably and properly incurred by the Company in making good such damage or restoring the supply;

(b) ~~indemnify without limitation~~ the Company for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs reasonably and properly incurred by or recovered from the Company by reason or in consequence of any such damage, interruption or reduction or the Company becoming liable to any third party as aforesaid other than arising from any default by the Company; and

(c) ~~indemnify without limitation~~ the Company for any and all claims, proceedings, damages

Commented [BS9]: The undertaker considers that it is reasonable for these provisions to apply to the Company in relation to future works in the vicinity of the undertaker's cables.

The principle of these being reciprocal obligations on both the undertaker and the Company has been established in relation to the crossing agreement other than indemnity (para 20), insurance (para 26) and costs (para 28). However, the undertaker considers that the inclusion of these paragraphs is reasonable and standard in the context of crossing agreements.

Commented [BS10]: Drafting error corrected

Commented [BS11]: Amendments made to clarify that indemnity should be limited to the specified work

(whether in contract or tort), costs (including reasonable legal costs), demands, liabilities, or expenses incurred by the Company which arises out of or in connection with any pollution caused by or which arises out of any specified work ~~or in consequence of the construction, use, maintenance or failure of any of the authorised development~~ carried out by or on behalf of the undertaker.

~~provided that at all times the Company will be under an obligation to take reasonable steps to mitigate its loss.~~

(2) The fact that any act or thing may have been done by the Company on behalf of the undertaker or in accordance with a plan or method statement approved by the Company or in accordance with any requirement of the Company or as a consequence of ~~carrying out any of the specified work the authorised development~~ or under its supervision does not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this paragraph where the undertaker fails to carry out and execute the ~~specified works~~ properly with due care and attention and in a skillful and workmanlike manner or in a manner that does not materially accord with the approved ~~method statement plan~~ (or as otherwise agreed between the undertaker and the Company).

(3) Nothing in sub-paragraph (1) ~~will impose~~ any liability on the undertaker in respect of—

- (a) any damage or interruption to the extent that it is attributable to the ~~wilful misconduct, neglect or default~~ of the Company, ~~its officers, employees, contractors or agents;~~
- (b) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.

(4) The Company must give the undertaker reasonable notice of any claim or demand and no settlement, admission of liability or compromise or demand, unless payment is required in connection with a statutory compensation scheme, is to be made without first consulting the undertaker and considering its representation.

20.21. —(1) The undertaker ~~shall be~~ responsible for the recovery or removal and when appropriate the marking or lighting of any wreck or debris arising from or relating to or in connection with ~~its~~ carrying out ~~any part of the~~ specified work when required by—

- (a) any applicable law or governmental authority;
- (b) any applicable consent or third party agreement that the Company is subject and/or a party to; or
- (c) where such wreck or debris is interfering with the Company's operations or is a hazard to fishing or navigation,

and ~~shall~~ must be liable for, and ~~shall~~ must indemnify and hold harmless the Company, from and against any and all claims, proceedings, damages (whether in contract or tort), costs (including reasonable legal costs), demands, liabilities, or expenses incurred by the Company which arises out of or in connection with any such wreck or debris, whether or not the negligence or breach of duty (whether statutory or otherwise) of the Company contributed to such wreck or debris.

21.22. —(1) In the event of the undertaker being liable for damage to the Company's cables, the Company may at its discretion either—

- (a) require the undertaker to repair the damage; or
- (b) carry out the repair work itself.

(2) Should the Company elect to carry out the repair work itself, the Company ~~shall~~ must use all reasonable endeavours to minimise costs and ~~shall~~ must take all reasonable action to repair the Company cables as soon as practicable. The repairs ~~shall~~ must be effected with due regard to the technical requirements of the Company's cables and nothing in this paragraph ~~shall~~ must oblige the Company to accept a standard of repair that would adversely affect the technical performance of the affected cable.

22.23. In the event of the undertaker being liable for damage to the Company's cables, the Company ~~shall~~ must use all reasonable endeavours to notify the undertaker of the existence of the damage to the Company cables as soon as practicable after the existence of such damage is known.

Commented [BS12]: Amendments made for consistency with other protective provisions including the Rhyl Flats protective provisions

23.24. The undertaker ~~shall~~must use reasonable endeavours to procure that any policies of insurance of the undertaker ~~shall~~must contain waiver of subrogation rights which reflect the provisions of this Part.

Representatives

24.25. —(1) The Company ~~shall be~~is entitled to have not more than 2 representatives present while any specified work is being carried out by the undertaker whose role ~~shall~~must be as follows—

- (a) Any cost and logistics associated with onboarding and the services of the Company representatives shall be covered by the undertaker.
- (b) Any representatives must be suitably qualified and experienced and must comply with the Maritime Labour Convention 2006 Regulations.
- (c) The Representatives may be located on any vessel carrying out the specified work and ~~shall~~must have full and free access at all times to all activities related to the specified work.
- (d) The undertaker ~~shall~~must afford the representatives its full cooperation in the execution of the representative's duties under this paragraph.
- (e) The representatives only function is to safeguard the interests of the Company and he/she/they ~~shall~~have no duty to ensure or procure the doing of anything for the benefit of undertaker or to prevent anything which may be to the detriment of the undertaker respectively, provided however that the representatives ~~shall~~must act in good faith at all times.

Insurance

25.26. —(1) The undertaker ~~shall~~must arrange insurance as follows—

- (a) The undertaker ~~shall~~must at all times when carrying out specified work, insure at its own cost for its liability under paragraphs 20 and 21 for the sum of twenty million ~~pounds sterling~~euros (€20,000,000) for any one incident (or series of connected incidents) and forty million ~~pounds sterling~~euros (€40,000,000) ~~in total for any incident or series of incidents, related or unrelated, in any 12 month period;~~
- (b) All such policies of insurance ~~shall~~must be placed with are placed with an insurance office approved to do business in Germany or the United Kingdom; and
- (c) The undertaker ~~shall~~must provide the Company with evidence of that such insurance is in place (via a brokers' confirmation or similar) as may be reasonably requested by the Company from time to time.

Commented [BS13]: Insurance amounts should be in euros not pounds as the undertaker would insure through the European insurance market

Force majeure

26.27. —(1) The undertaker ~~shall~~must not be responsible for any failure to fulfil any paragraph of this Part if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure event which has been notified in accordance with the following provisions—

- (a) In the event of a force majeure event, the undertaker ~~shall~~must notify the Company as soon as practicable and in any event not later than 10 working days after the undertaker became aware of the event or circumstance giving the full particulars thereof and ~~shall~~must use all reasonable endeavours to remedy the situation without delay;
- (b) Following notification of a force majeure event in accordance with sub-paragraph (1)(b), the undertaker and the Company ~~shall~~must meet without delay (and thereafter at regular intervals) to discuss the effect of the force majeure event with a view to agreeing a mutually acceptable course of action to minimise any effects of such occurrence.
- (c) The undertaker ~~shall~~must at all times use all reasonable endeavours to avoid, overcome and minimise any delay in the performance of this Part as a result of any force majeure event.
- (d) If the undertaker is affected by force majeure event whilst any of its vessels or equipment are engaged in the performance of a specified work ~~it they~~ ~~shall~~must ensure that all reasonable steps are taken to ensure the protection of the Company cables from damage and ~~shall~~must immediately notify the Company of any such steps taken.
- (e) The undertaker ~~shall~~must give notice to the Company when it ceases to be affected by the force majeure event and ~~shall~~must as soon as reasonably possible after the cessation of the force majeure event resume performance of its obligations under this Part.

Costs and expenses

~~27.~~28. —(1) The undertaker ~~shall~~must pay the Company on demand all reasonable charges, costs and expenses incurred by the Company in direct consequence of any specified work carried out by the ~~Company undertaker~~ under this Part ~~Agreement~~ including without limitation—

- (a) ~~t~~The approval of method statements;
- (b) the carrying out of protective works (including any temporary protective works and their removal;
- (c) ~~t~~The supervision or monitoring of any specified work by the undertaker including the cost of appointing representatives in terms of paragraph 25; and
- (d) ~~t~~The survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any specified work.

Arbitration

~~28.~~29. Any dispute arising between the undertaker and the Company under this Part must be determined by arbitration under article 44 (arbitration).

Commented [BS14]: Arbitration clause added to confirm process in the event of a dispute



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Secretary of State for Energy Security and
Net Zero
C/O Jake Stephens
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Temple Quay House
Temple Quay
Bristol
BS1 6PN

Date: 29 August 2023

Jo Pickard

t: [REDACTED]

e: awelymor@rwe.com

29 August 2023

RE: Secretary of State Consultation Letter dated 14 August 2023

Dear Mr Wheadon,

I am writing on behalf of Awel y Môr Offshore Wind Farm Limited (the Applicant) in relation to the Development Consent Order (DCO) application for the Awel y Môr Offshore Wind Farm project (the Project).

On 14 August 2023, the Secretary of State (SoS) issued a Request for Information (RFI) letter addressed to the Applicant and any interested parties. The Applicant has responded to the requests below, adopting the headings used in the SoS' letter.

In addition to this response letter, the Applicant has provided:

- Updated Crown Land Plan; and
- Applicant's mark-up of the protective provisions submitted by NHWF at Deadline 8 (REP8-104) in clean and tracked versions.

Compulsory Purchase Order

Mr JB & Mrs E Evans

The Applicant has continued to engage with Mr and Mrs Evans and their appointed representative in respect of the Heads of Terms for both the freehold acquisition and permanent rights required for the Project and would consider the Heads of Terms to be at an advanced stage of negotiation pending final agreement. Most recently an all-parties meeting was held at Faenol Bropor on 22 August 2023 to discuss a very limited number of outstanding points on the Heads of Terms and to review the practical impacts of the proposed agreements and the Project more generally on the day-to-day operation of the farm. Following the meeting on 22 August 2023, the Applicant's

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appointed agents will make the necessary amendments to the Heads of Terms with a view to issuing final copies for signature and subsequent instruction of respective legal representatives within the next 4 weeks.

Wilson Fearnall o.b.o GBL and IM Kerfoot

A meeting was held between the affected party's appointed agent and the Applicant's appointed agent on 23 March 2023. Following this meeting an updated set of Heads of Terms (version 4) was issued to the affected party's appointed agent on 6 April 2023 for review. The Applicant's appointed agent received comments on the updated Heads of Terms on 27 April 2023 and provided a substantive response on 26 June 2023. To date, the Applicant's appointed agent has not received further comment on the Heads of Terms specifically but has endeavoured to arrange a meeting between a representative from the Project team and the affected party's appointed agent principally to discuss concerns around sterilisation of development opportunities on the subject land. It is anticipated that a meeting can be held in early September 2023.

The Applicant would add that since the close of Examination, and in parallel with the Heads of Terms negotiations, there has been additional correspondence with the affected party's appointed agent addressing his comments in relation the compulsory acquisition powers requested through the draft DCO (REP8-118) and legacy impacts of the rights required by the Project on the affected party's legal land title, with particular relevance to development opportunities in the future. The Applicant shall continue to engage on the topic of development aspirations, however, to date has not been provided with any substantive evidence to support this position.

The Applicant will continue to engage with the affected party's appointed agent with a view to concluding a voluntary agreement.

Landscape Enhancement Scheme

The Applicant has been in ongoing discussions with Denbighshire County Council (DCC), Isle of Anglesey County Council, Conwy County Borough Council and Eryri National Park Authority regarding the drafting of the landscape enhancement scheme agreement.

As set out in the Joint Position Statement submitted at Deadline 8 (REP8-122), the intention was for the landscape enhancement scheme to be delivered through a section 106 agreement with DCC as the host authority, but to provide for the involvement of other relevant parties in a steering group. Following discussions with the local authorities it has been decided that the section 106 agreement will now include the four authorities as parties to the agreement. DCC will still be the host authority, however, adding the other

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local authorities to the agreement under section 111 of the Local Government Act 1972 will enable payments to be made directly to the other local authorities.

The Applicant met with all the local authorities on 4 August 2023 and received confirmation of how the fund should be allocated between the local authorities on 8 August 2023 in line with a report commissioned by the local authorities. The Applicant has updated the draft agreement to reflect the inclusion of additional parties and the allocation funds and circulated a revised version of the agreement on 29 August 2023.

The Applicant will continue to work with the local authorities to finalise the wording of the agreement in order to try and agree the draft before the Secretary of State's decision. The agreement will not, however, be completed until the Applicant has the requisite interest in land within the order limits which will necessarily be after any DCO has been made.

In any event, Requirement 26 of the draft DCO (REP8-118) provides that Work No. 1 must not commence until a landscape enhancement scheme is approved by DCC in consultation with NRW, Isle of Anglesey County Council, Eryri National Park Authority and Conwy County Borough Council. This means that the offshore works which will have landscape impacts on designated landscapes, such as the erection of the wind turbine generators, can only be commenced once the landscape enhancement scheme agreement has been signed and approved by DCC. It is therefore not necessary for the agreement to be finalised and signed before the Secretary of State's decision as Requirement 26 will ensure that the landscape enhancement scheme will be delivered.

Book of Reference and Crown Land Plan

The Crown Land Plan has been updated to clarify that the plots on Sheets 4 and 5 are plots owned by the Welsh Ministers. This change has been shared with the Welsh Government, along with this response, and a member of the Strategic Roads Department has confirmed they are happy with the amendments.

North Hoyle Wind Farm (NHWF)

The Applicant is requested to provide an update on whether a cable crossing agreement has yet been entered into with NHWF (North Hoyle Wind Farm).

Since the close of the Examination, the Applicant has sought to engage with NHWF regarding the crossing agreement, but no further progress has been made and the crossing agreement has not yet been completed.

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As set out in the Applicant's update provided at Deadline 8 of the examination (REP8-043), the two outstanding matters on the crossing agreement relate to:

- (i) The extent of the indemnity provision; and
- (ii) The Applicant's position that protections in relation to future works carried out by either party affecting either the AyM or NHWF export cable should be fully reciprocal, whereas NHWF's position is that financial protections should be one-way in favour of NHWF only.

The Applicant maintains its position as set out in REP8-043 that its approach to the outstanding points reflects standard industry practice and remains willing to enter into a crossing agreement with NHWF on that basis.

Further, the Applicant maintains that the absence of a completed crossing agreement at this stage in the consenting and development process, which is an entirely normal position for offshore wind projects, does not justify the inclusion of protective provisions in the DCO for NHWF.

Alternatively, the Applicant is requested to confirm if they are content with NHWF's proposed protective provisions in the rDCO, included by the Examining Authority.

Without prejudice to the Applicant's response to paragraph 6 of the RFI above, in the event that the Secretary of State is minded to include protective provisions in the DCO for the protection of NHWF, the Applicant has enclosed with this response a marked-up version of the protective provisions submitted by NHWF at Deadline 8 (REP8-104) which it considers are more appropriate than the NHWF protective provisions for the reasons set out further below.

The Applicant has also enclosed a clean copy set of protective provisions for the benefit of NHWF which could be included in the final DCO if the Secretary of State considers, without prejudice to the Applicant's position that they are not necessary, that protective provisions for NHWF are required.

The principal amendments that the Applicant considers should be made to NHWF's protective provisions (REP8-104) in the event that the Secretary of State is minded to include protective provisions for NHWF in the final DCO, and supporting explanation, can be summarised as follows:

- **Scope of protective provisions:** The Applicant has amended the definition of the term 'specified work' so that this is limited to works for the construction of so much of Work No. 2 as is within 250 metres of NHWF's cables or any operation required to re-lay, maintain, renew or remove the Applicant's cables within 250 metres of the NHWF cables. This is consistent with the principles already agreed with NHWF

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in the draft crossing agreement and reflects the equivalent provision in the protective provisions for Rhyl Flats Wind Farm (RWF) (see definition of "specified work" in paragraph 80 of Part 7 of Schedule 9 (Protective provisions) of the draft DCO (REP8-118)). It also reflects wording included in paragraph 18 of the protective provisions relating to NHWF's future works in relation to NHWF's cable. One difference to note with the RWF protective provisions is that the amended definition specifically excludes survey works that do not involve physical interaction with the seabed which is a principle agreed between the parties in the context of the draft crossing agreement. This amendment is necessary because NHWF's protective provisions contain a more expansive definition of 'specified work' which goes beyond what is reasonably required for the protection of NHWF's works, having regard to the nature of the interaction between the Project and NHWF.

- **Indemnity wording:** The Applicant has amended paragraph 20 of the protective provisions to reflect the indemnity provision in the RWF protective provisions, and in particular to clarify that the operation of the indemnity should be limited to works undertaken within the vicinity of the cable crossing rather than, as provided for in NHWF's protective provisions, in consequence of the construction, use, or maintenance of the authorised development more widely. NHWF's indemnity provision is unjustifiably broad and goes further than is reasonably necessary to protect NHWF's works having regard to the nature of the interaction between the Project and NHWF.
- **Reciprocal obligations:** The Applicant considers that it is reasonable for NHWF to be subject to the same provisions as the Applicant when undertaking future works within 250 metres of the Applicant's cable in relation to re-laying, maintaining, renewing or removing NHWF's cables. The Applicant accepts that liability for the initial works falls on the Applicant but considers that future works should be the subject of reciprocal obligations on both parties. The Project is a nationally significant infrastructure project which will make a significant contribution to the country's renewable energy targets. The Applicant therefore requires certainty that future NHWF works will not interfere with the construction or operation of the Project. This reflects standard industry practice and such reciprocal obligations are commonly agreed between offshore wind farm operators in the context of offshore cable crossings. Furthermore, the majority of these reciprocal obligations have been agreed between the parties in the context of the draft crossing agreement. As set out above, the only reciprocal obligations which have not been agreed with NHWF are in relation to financial obligations such as paragraph 20 (indemnity and liabilities), paragraph 26 (insurance) and paragraph 28 (costs and expenses) which NHWF considers should be one-way in favour of NHWF only.

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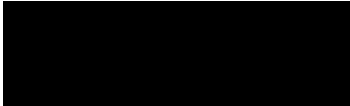
The Applicant disagrees with this position on the basis that reciprocal financial obligations is in line with standard industry practice and what is typically included in crossing agreements.

- **Method statement:** The definition of 'method statement' has been amended to clarify that it should be limited to 'specified work' as defined. The Applicant also considers that it is not relevant or appropriate for a cable burial risk assessment or cable route burial protocol to be provided on the basis that the Applicant's cable would be laid over NHWF's cable. The provision of trenching/cable burial details in the vicinity of the crossing is a more appropriate approach and reflects what has been agreed between the parties in the context of the draft crossing agreement.
- **Insurance:** The insurance provisions in paragraph 26 have been amended to refer to amounts being in euros rather than pounds on the basis that the Applicant would insure through the European insurance market.
- **Arbitration:** A new paragraph has been added to confirm that any dispute between the Applicant and NHWF will be determined by arbitration in accordance with article 44 of the draft DCO (REP8-118). This is consistent with protective provisions for other electricity undertakers and the process under article 44 is already referred to in NHWF's draft protective provisions.
- **Clarifications:** The Applicant has made some changes to the protective provisions to clarify undefined terms such as 'wilful misconduct' and 'good offshore cable practice'. The definition of 'undertaker cables' has also been amended to align with the wording included in Work No. 2. It is considered that the revised wording is clearer than the wording proposed by NHWF.
- The Applicant has also made a number of minor drafting changes to ensure (as the case may be):
 - (i) Correction of drafting errors and consistency with current drafting practice;
 - (ii) Alignment with the agreed provisions of the draft crossing agreement; and
 - (iii) Consistency with proposed protective provisions for the benefit of other electricity undertakers, including RFWF.

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Should you require any further information on any of the updates above, please do not hesitate to contact us.

Yours sincerely,



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