

THE INFRASTRUCTURE PLANNING (EXAMINATIONS PROCEDURE) RULES 2010

NORTH FALLS OFFSHORE WIND FARM DEVELOPMENT CONSENT ORDER

PINS REFERENCE EN010119

**DEADLINE 7: PORT OF LONDON
AUTHORITY'S RESPONSE TO EXAMINING
AUTHORITY'S THIRD WRITTEN QUESTIONS**

Set out below are the Port of London Authority's comments on the Examining Authority's Third Written Questions issued on 1 July 2025 directed at the Port of London Authority.

| ExQ3 | Question to: | Question: | PLA Response |
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| 9 Draft Development Consent Order (DCOI) | | | |
| 9.0 Articles Part 2 – Principal Powers | | | |
| Q9.0.1 | Port of London Authority (PLA) | <p>Article 2 (Interpretation) Definition of ‘maintenance’</p> <p>The dDCO [REP5-008] requirement 2(3) provides that the Deep Water Route Cable Installation Area (Future Dredging Depths) Plan, must be designed, installed, operated and maintained at a specified level. Please can the PLA confirm that this provision overcomes its concerns in relation to the definition of ‘maintenance’ in Article 2. If not, please explain any outstanding concerns in that respect.</p> | <p>The PLA’s concern was that the definition of maintain in Article 2 Interpretation allowed for the cable to be adjusted and altered and that meant that the cable could be installed at one level and then maintained at a different level.</p> <p>With the wording proposed in the dDCO [REP5-008] that the Deep Water Route must be maintained at a level which would not preclude or impede dredging to a specific level, the PLA is content that even though the depth of the cable might alter as a result of maintenance, the Deep Water Route dredging depths would be safeguarded.</p> |
| Q9.0.2 | PLA | <p>Article 2 (Interpretation) Definition of ‘commence’</p> <p>The ExA notes the PLA’s response to ExQ2 9.0.1(i) where it is stated that the PLA is not content to solely rely on the updated mitigation measures submitted at Deadline 4 as set out in its submissions at that deadline [REP4-044]. For the avoidance of doubt, please can the PLA confirm that its concerns in relation to the Article 2 definition could be satisfactorily overcome by the inclusion within the dDCO of protective provisions along the lines of those included within the VEOWF dDCO?</p> | <p>The PLA welcomes the ExA’s inclusion of protective provisions for the PLA and would advise that the form of protective provisions recommended by the ExA [REP5-112, Appendix 2] include a definition of commence which overcomes the PLA’s concerns in relation to the Article 2 definition of commence. The requested form of the definition has been included in the Appendix appended to this submission.</p> |

| ExQ3 | Question to: | Question: | PLA Response |
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| 9.3 Schedule 14 – Protective Provisions | | | |
| Q9.3.1 | PLA | <p>Protective Provisions</p> <p>With respect to negotiating Protective Provisions, advise on what the current position is with respect to agreeing a set of Protective Provisions in your favour with the Applicant. Where there is disagreement with the Applicant explain why that is the case and where any disagreement relates to matters of detailed drafting submit the version of your preferred text.</p> | <p>Unfortunately despite the PLA's attempts to get the Applicant to engage with the PLA regarding protective provisions, the Applicant has been unwilling to do so.</p> <p>Despite multiple approaches by the PLA, there has been no discussion (and therefore no agreement) on the form of protective provisions.</p> |
| Q9.3.3 | PLA | <p>PLA's preferred form of protective provisions</p> <p>With reference to the PLA's response to ExQ2 [REP5-112] Q9.4.3, could the PLA:</p> <ul style="list-style-type: none"> (i) Compare Appendix 1(PLA's preferred form of protective provisions) with Appendix 2 (Protective Provisions included by VEOWF Ltd in the draft DCO) and provide a justification for the differences to include the insertion of the Indemnity clause. (ii) For Appendix 1, review the references to Work No, 2(c) which is not referenced in the dDCO and Schedule 11 - Transmission Assets which is referred to in Schedule 9 of the dDCO. | <p>The outcome of the PLA's review of the two sets of protective provisions, the changes which the PLA would wish to see made and the justification for the changes is set out in the Appendix to this document.</p> |
| 15 Navigation & Shipping | | | |
| Q15.0.5 | PLA | Crossing the port channels with the cable burial tool | <p>The PLA agrees there cannot be concurrent working in both DWRs. However, it is important to note that the Sunk DWR is</p> |

| ExQ3 | Question to: | Question: | PLA Response |
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| | | <p>With reference to the applicant's response [REP5-054] to Q7.04 (ii), the applicant states:</p> <p><i>"With regards to the PLA comments, it should be noted that there are two deep water routes (Sunk and Trinity) into the London ports. The Outline Navigation and Installation Plan (oNIP) [REP4-011/012] prevents concurrent working across both access routes by the relevant projects (i.e. North Falls, Five Estuaries and SeaLink), thereby always giving one access route into/ exit route from the ports. Further to this, the expected time for crossing the port channels with the cable burial tool will be of the order of 1.5-2 days. Therefore, the potential socio-economic impacts on the London ports have been minimised as one route would always be open. The access routes are being discussed in ongoing meetings with the ports and the tables in the oNIP will be updated at Deadline 6."</i></p> <p>(i) Please advise if you agree with the Applicant's proposal to prevent concurrent working across both access routes by the relevant projects (i.e. North Falls, Five Estuaries and SeaLink), thereby always giving one access route into/ exit route from the ports?</p> <p>Further, the applicant's response [REP-054, Q16.06 part (ii)] provides information on if burial tools cannot achieve the required depth on their own.</p> <p>(ii) In the event that the expected time for crossing the port channels with the cable burial tool could take longer than 2 days, what contingency plans would need to be in place?</p> | <p>deeper than the Trinity DWR and therefore both routes are not equal and interchangeable.</p> <p>If the Sunk DWR is not available there will be times when certain deeper draughted vessels will not be able to enter or exit the port due to the works involved in this project. As many of these vessels are deep sea and travel long distances their passages are planned well in advance and are extremely hard to alter. If a vessel has been loaded to discharge in the Port of London prior to visiting another port on the continent they may not be able to easily alter their passage to the other port first due to conflicts in the location of the cargo on board and the carefully calculated stability of the vessel.</p> <p>Conversely, if a deeper draughted vessel is restricted to departing via the Sunk DWR and cannot due to overrunning project works, then it would have to remain on the berth as there is nowhere else within the Port to stage it. This could cause the next vessel due to use that berth to be delayed if another berth cannot be found.</p> <p>In order to avoid these situations occurring careful planning and close communications between the project team and the PLA will be critical to ensure that vessels are not adversely affected, particularly at short notice.</p> |

| ExQ3 | Question to: | Question: | PLA Response |
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| Q15.0.7 | PLA | <p>Outstanding concerns on plans relating to Shipping and Navigation</p> <p>Are there any outstanding concerns that have not been addressed by the Applicant in the following documents:</p> <ul style="list-style-type: none"> • Site Characterisation Report [REP4-014] • Supporting Information on Offshore Additional Mitigation [REP4-041] • Deep Water Route Cable Installation Areas [REP4-043] • Outline Navigation and Installation Plan [REP5-028] • Outline Sediment Disposal Management Plan [REP5-042] • Cable Specification and Installation Plan [REP5-044] | <p>See PLA's Response to Deadline 6 submissions where comments are provided on the latest version of the:</p> <ul style="list-style-type: none"> - Deep Water Route Cable Installation Areas [REP6-055] - Outline Navigation and Installation Plan [REP6-040] - Outline Sediment Disposal Management Plan [REP6-050] - Cable Specification and Installation Plan [REP6-052] <p>The Site Characterisation Report [REP4-014] has not been updated since the PLA commented on the document at deadline 5. The PLA's comments remain outstanding.</p> <p>The PLA and the Applicant have discussed the PLA's comments and the PLA understands that the Site Characterisation Report will be updated at deadline 7 to address the PLA's comments. The PLA also considers that this document will require a general update to reflect the changes made at deadline 6 in relation to The Deep Water Route Plan [REP6-055] and has raised this matter with the Applicant as well.</p> <p>The Supporting Information on Offshore Additional Mitigation document [REP4-041] has not been updated since the PLA commented on the document at deadline 5. Therefore the PLA's comment remains outstanding.</p> <p>The PLA and the Applicant have discussed the PLA's comments and that the Supporting Information on Offshore Additional Mitigation document will require a general update to reflect the changes made to the oSDMP (REP6-050). The PLA</p> |

| ExQ3 | Question to: | Question: | PLA Response |
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| | | | expects amendments to be made to the Additional Offshore Mitigation Report at either deadline 7 or 8 to address the PLA's comments. |

APPENDIX

Changes to Protective Provisions for the PLA found in [REP5-112 Appendix 2]

The ExA in ExAQ3 question 9.3.3 (i) asks the PLA to compare Appendix 1 (PLA's preferred form of protective provisions) in REP5-112 with Appendix 2 (Protective Provisions included by VEOWF Ltd in the draft DCO) in REP5-112 and provide a justification for the differences to include the insertion of the Indemnity clause. The outcome of the PLA's review of the two sets of protective provisions, the changes which the PLA would wish to see made and the justification for the changes is set out below. We have used the numbering convention in Appendix 2 but note that the paragraphs are likely to commence at 169 depending on where these protective provisions and those for London Gateway Port Limited are inserted.

| Paragraph in Appendix 2 | PLA Proposed Change | The PLA's Reasoning and Justification |
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| Paragraph 113 Definitions | | |
| Area of Interest | Update definition to reflect colouring and naming convention for the plan "Area of Interest" means the area <u>any part of those areas</u> shown shaded in yelloworange, pink, green and blue on the Deep Water Route Cable Installation Area (Future Dredging) <u>Depths) Plan</u> depths) plan encompassing the Deep Water Routes; | Update definition to reflect colouring and naming convention for the plan. The change also picks up that the Applicant has additionally committed to include the area around the sunk pilot diamond, shown coloured blue on the Deep Water Route Cable Installation Areas The Area of Interest is any part of the areas coloured and so the definition should refer to any part for clarity. There is more than one area. The PLA did wonder whether this should in fact be Areas of Interest but have left as drafted. The coloured areas also encompass the sunk pilot diamond and so we suggest deleting reference to "encompassing the Deep Water Routes" |
| Cable Specification and installation plans | "cable specification and installation plan" means the cable specification and installation plan to be approved under condition 1321 <u>1321</u> (1)(gh) of the deemed marine licence for the transmission assets in Schedule 149; | Update definition to refer to correct condition in the Deemed Marine Licence at Schedule 9 (" DML ") |

| Paragraph in Appendix 2 | PLA Proposed Change | The PLA's Reasoning and Justification |
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| Commencement | "commencement" for the purpose of this Part [] of Schedule 914 means the carrying out of any authorised development and <u>survey and monitoring activities</u> ; | Update definition to refer to relevant Part of Schedule 14. Survey activities need to be included in the definition of commencement. |
| Deep Water Routes | "Deep Water Routes" mean the Sunk and Trinity deep water routes <u>and the Sunk Pilotage Area</u> ; | The Area of Interest for North Falls includes the Deep Water Routes and the Sunk Pilotage Area. |
| Operation and Maintenance Plan | <u>"operation and maintenance plan" means the operation and maintenance plan to be approved under condition 12(4) of the deemed marine licence for the transmission assets in Schedule 9;</u> | Add a new definition of operation and maintenance plan as this is a plan which the PLA would want to approve prior to submission to the MMO for the reasons explained against the PLA updates to paragraph 115. |
| Maintain | "maintain" has the same meaning as in Article 2 save that it includes monitoring within the Area of Influence <u>Area of Interest</u> and maintenance shall be construed accordingly; | This is a typographical area, the definition should refer to "Area of Interest" not "Area of Influence". |
| Navigation and Installation plan | "navigation and installation plan" means the navigation and installation plan to be approved under condition 1322 (1)(j) of the deemed marine licence for the transmission assets in Schedule 149 ; | Definition to be updated to refer to the correct condition in the DML |
| Plans | "plans" includes navigational risk assessments, plans, sections, elevations, drawings, specifications, programmes, construction methods and descriptions including, where applicable, relevant hydraulic information as may be reasonably requested by the PLA; | Delete definition as not used. |
| Sediment disposal management plan | <u>"sediment disposal management plan" means the sediment disposal management plan to be approved under condition 22(1)(o) of the deemed marine licence for the transmission assets in Schedule 9;"</u> | Add a new definition of sediment disposal management plan ("SDMP") as this is a plan which the PLA would want to approve prior to it being submitted to the MMO. This is because the SDMP is being relied upon to mitigate the PLA's concerns. |
| Specified Work | "specified work" means Work No. 2(e) , <u>3</u> and any other part of the offshore works forming part of the authorised development (including associated development and ancillary works and which for this purpose | Update definition to refer to Work No 3 and add reference to associated development and ancillary works. There is a list of associated development and ancillary works in Schedule 1 Part 1 and Part 2 respectively of the dDCO [REP6-005] which could also |

| Paragraph in Appendix 2 | PLA Proposed Change | The PLA's Reasoning and Justification |
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| | includes the maintenance and decommissioning of any part of the authorised development); and, | impact the Area of Interest. The addition of associated development and ancillary works is both reasonable and necessary to ensure that any works in the Area of Interest would not give rise to any unacceptable temporary or permanent impacts on navigation to and from the Port of London |
| Paragraph 114 Application | | |
| Application | The following provisions, unless otherwise agreed in writing between the undertaker and the PLA, have effect, for the protection of the PLA in relation to the construction of Work No.2(c) to be constructed and operated as part of the authorised development, operation and maintenance of any specified work. | <p>This at least needs to be updated to Work No.3 but the preference is to refer to specified work. As noted above there is a list of associated development and ancillary works in Schedule 1 Part 1 and Part 2 respectively of the dDCO [REP6-005] which could also impact the Area of Interest. The definition of specified work as amended ensures these works are captured.</p> <p>The protective provisions need to apply not only to construction and operation but also maintenance.</p> |
| Paragraph 115 Consultation and Notices | | |
| Paragraph 115 | Consultation <u>Approvals</u> and notice | <p>The heading should refer to approvals as the PLA is seeking the approval of the various plans before they are submitted to the MMO pursuant to the DML. The plans referenced in paragraph 115 -are key documents that will control the delivery of the authorised works in the DWRs and the area around the sunk pilot diamond.</p> <p>The PLA's position regarding approvals is both reasonable and necessary to ensure that any works in the Area of Interest would not give rise to any unacceptable temporary or permanent impacts on navigation to and from the Port of London. The Order Limits include the northern approaches for deeper draughted vessels into the Port of London (i.e. the DWRs through which deeper draughted vessels <u>must pass</u> through to get into the Port of London) and the Port of London (the largest port in the UK) accounted for 12% of all</p> |

| Paragraph in Appendix 2 | PLA Proposed Change | The PLA's Reasoning and Justification |
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| | | UK major port tonnage traffic handled in 2023. The Order Limits also include the Sunk Pilot Diamond and pilotage is compulsory for large vessels within the London Pilotage District. |
| Paragraph 115(1) | (1) The undertaker will consult <u>obtain the approval in writing of</u> the PLA on: | The reference to the undertaker consulting should refer to the undertaking obtaining the approval of the PLA for the reasoning given in the row above. |
| Paragraph 115(1)(a) | the any cable specification and installation plan (in so far as that plan relates to any specified work within <u>or which may affect</u> the Area of Interest) before any application for approval of that plan may be submitted by the undertaker in compliance with condition 1322(1) of the deemed marine licence for the transmission assets in Schedule 449 and any revisions arising from such application; and | <p>We suggest this is updated to refer to any cable specification and installation plan to the extent there could be more than one.</p> <p>The PLA is concerned with any works which may affect the Area of Interest. There is the potential for works situated outside of the Area of Interest to still have the potential to affect the Area of Interest. An example would be disposal of materials outside of the Area of Interest but which have the potential to migrate into the Area of Interest or safety zones extending into the Area of Interest. References to works which "may affect" an area or "may affect" property are consistently found in other protective provisions (see for example paragraph 7 of Part 1 of Schedule 14 (Protective Provisions for the Protection for Electricity, Gas, Water and Sewerage Undertakers) of the dDCO [REP6-005]. The PLA's position is both reasonable and necessary to ensure that any works abutting or in close proximity to the Area of Interest would not give rise to any unacceptable temporary or permanent impacts on navigation to and from the Port of London</p> <p>The condition reference in the DML otherwise needs to be updated</p> |
| Paragraph 115(1)(b) | a any navigation and installation plan (in so far as that plan relates to any specified work within <u>or which may affect</u> the Area of Interest) before any application for approval of that plan may be submitted by the undertaker in compliance with condition 1322(1) of the deemed marine licence for | The updates are for the same reasons as for paragraph 115(1)(a) above. |

| Paragraph in Appendix 2 | PLA Proposed Change | The PLA's Reasoning and Justification |
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| | the transmission assets in Schedule 449 and any revisions arising from such application-; <u>and</u> | |
| New Paragraph 115(1)(c) | <u>any sediment disposal management plan (in so far as that plan relates to any specified work within or which may affect the Area of Interest) before any application for approval of that plan may be submitted by the undertaker in compliance with condition 22(1) of the deemed marine licence for the transmission assets in Schedule 9 and any revisions arising from such application; and</u> | <p>A new sub-paragraph (c-) should be added as the PLA would wish to approve the sediment disposal management plan before it is submitted to the MMO.</p> <p>Whilst there are broad commitments in the oSDMP in relation to not placing material where it could migrate into the DWR and the Sunk Pilotage Area it is the SMP that will contain the detail on how this will be achieved.</p> |
| New Paragraph 115(1)(d) | <u>any operation and maintenance plan (in so far as that plan relates to any specified work within or which may affect the Area of Interest) before any application for approval of that plan may be submitted by the undertaker in compliance with condition 12(4) of the deemed marine licence for the transmission assets in Schedule 9 and any revisions arising from such application.</u> | <p>A new sub-paragraph (d) should be added as the PLA would wish to approve the sediment disposal management plan before it is submitted to the MMO.</p> <p>Wording for maintenance of the authorised development also falls within the scope of the O&MP and that maintenance works that are covered by that plan include cable remedial burial; cable repairs and replacement and cable protection replenishment. The PLA must have certainty that whatever plan the applicant is working to that the necessary requirements in relation to the DWRs are being met.</p> |
| Paragraph 115(2) | The undertaker will consult the PLA on the proposed activities and programme for any pre-construction monitoring, construction monitoring, post construction monitoring and related reporting within the Area of Interest no less than 20 business days before such survey work is programmed to commence. The undertaker must have regard to any request made by the PLA for reasonable amendment to the <u>proposed</u> | <p>For the reason noted above we suggest this references Areas of Interest.</p> <p>The first limb of this paragraph refers to consultation on proposed activities and if consultation is to be effective regard should be had</p> |

| Paragraph in Appendix 2 | PLA Proposed Change | The PLA's Reasoning and Justification |
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| | activities or programme, which request must be made to the undertaker within 5 business days of receipt of the details of the proposed activities and programme. | to any request by the PLA for reasonable amendment to proposed activities as well as programme. |
| Paragraph 115(3) | The undertaker must notify the PLA of the final planned programme for any survey work to be undertaken under this Order pre-construction monitoring, construction monitoring, post construction monitoring within the Area of Interest no less than 5 business days before such survey work is programmed to begin. | Survey work need not be occurring under the Order. The PLA would wish to be notified of the final planned programme for all pre-construction monitoring, construction monitoring, post construction monitoring within the Areas of Interest. |
| Paragraph 115(4) | The undertaker will consult the PLA on any application for marine licensing for the disposal clearance of unexploded ordnance ordnance within or which may affect the Area of Interest before such applications are submitted to the MMO. The undertaker must have regard to any request made by the PLA for reasonable amendment to the proposed application, which request must be made to the undertaker within 10 business days of receipt of the details of the proposed application. | The correct terminology is clearance of unexploded ordnance and the PLA would wish to be consulted on any application for clearance of unexploded ordnance within or which may affect the Areas of Interest |
| Paragraph 115(5) | The undertaker must notify the PLA of the final programme for any clearance of unexploded ordnance to be undertaken within or which may affect the Area of Interest no less than 20 business days before such disposal is programmed to begin. | The PLA is concerned with activities within or which may affect the Areas of Interest for the reasons previously outlined. |
| Paragraph 115(6) | The undertaker will consult the PLA on the activities and programme for any specified work to be undertaken under this Order which is not covered by the cable specification and installation plan and which is within or may affect the Area of Interest no less than 20 business days before such specified work is programmed to commence. The undertaker must have regard to any request made by the PLA for reasonable amendment to the activities or programme. | |
| Paragraph 115(7) | The undertaker must notify the PLA of the final method statement and programme for any for any specified work to be undertaken under this | |

| Paragraph in Appendix 2 | PLA Proposed Change | The PLA's Reasoning and Justification |
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| | Order which is not covered by the cable specification and installation plan and which is within <u>or may affect</u> the Area of Interest no less than 5 business days before such work is programmed to begin. | |
| Paragraph 116 | <p><u>Cable Specification and Installation Plan</u></p> <p>The cable specification and installation plan referred to in paragraph 115 must be informed by a cable burial risk assessment,– and set out for Work No.2(e)3, <u>and</u> in so far as it applies to the Deep Water Routes <u>demonstrate compliance with requirement 2(3)</u>:</p> | The reference to Work No 2(c) should be Work No 3 and the cable burial risk assessment needs to demonstrate compliance with wording in requirement 2(3). This is consistent with the ExA's update to Schedule 9 Part 2 Condition 22(1) (h) (ii). |
| | <p>(a) that any part of Work No.2(c), any associated development or ancillary works located within the Area of Interest as shown shaded yellow on the Deep Water Route Cable Installation Area (Future Dredging depths) plan must be installed at a level which would not <u>preclude or</u> impede the dredging of those parts of the <u>Sunk and Trinity</u> Deep Water Routes:</p> <p>(i) shown shaded in <u>orange yellow and outlined in a bold black line</u> (and labelled Sunk <u>Area A – Sunk DW Buffer, (22m CD)</u>) to a level of 22 metres below Chart Datum;</p> <p>(ii) shown shaded in <u>pinkyellow and outlined in a blue dotted line</u> (and labelled Trinity <u>(22m CD) – Trinity DW Buffer,</u> to a level of 22 metres below Chart Datum; and</p> <p>(iii) shown shaded in <u>greenyellow and cross hatched in orange</u> (and labelled Sunk <u>Area B (19m CD) – Sunk B – Sunk DW Buffer,</u> to a level of 19 metres below Chart Datum.;</p> <p><u>(iv) shown shaded in blue and labelled Sunk Pilotage Area – Sunk Pilot Diamond Buffer, to a level of 22 metres below Chart Datum</u></p> | Updated to reflect the colouring on the Deep Water Route Cable Installation Area (Future Dredging depths) plan and the fact that the definition of Deep Water Routes includes the Sunk Pilotage Area |

| Paragraph in Appendix 2 | PLA Proposed Change | The PLA's Reasoning and Justification |
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| | (c) <u>AnyAdditional cable burial depths required or any other forms of cable protection proposed including type, volume and locations;</u> | To capture what burial depths are required to protect the cable from anchor strike, trawling etc |
| | (f) Monitoring arrangements and the <u>The programme and methodologies for monitoring and the arrangements for the</u> results of these surveys <u>or other construction evidence</u> being made available to the PLA within 10 business days of the undertaker receiving reports of the survey results; [together with methods and timescales to rectify any issues which may compromise the level referred to <u>requirement 2(3)]in sub-paragraph a) of this paragraph 116. or evidence to demonstrate compliance with the depths referred to in requirement 2(3).</u> (g) <u>Methods and timescales to rectify any issues which may compromise the depth referred to in requirement 2(3).</u> | <p>The PLA wish to understand the programme and proposed methods for monitoring and how the evidence of that monitoring or other construction related evidence will be made available to the PLA to demonstrate that requirements of requirement 2(3) have been achieved.</p> <p>There may be instances where there is evidence directly from the construction method that the target burial has not been reached and while this may be confirmed by subsequent surveys the PLA would want to know at the earliest opportunity</p> |
| | (hg) A requirement for a process (subject to paragraphs 119 and 120) and timescales (both the undertaker and PLA acting reasonably) for cable re-installation should the level of the cable is such that the under keel clearance specified in Outline CSIP cannot be achieved over the lifetime of the authorised development. | Numbering updated only |
| Paragraph 117 | Monitoring | |
| | If following the results of any geophysical surveys carried out using multi-beam echo sounder survey (MBES), it is confirmed that cable exposure which has resulted the cables has occurred within the Area of Interest, the undertaker will notify the PLA as soon as reasonably practicable and in any event no later than 2 business days after the undertaker confirms any exposure has occurred. | The drafting for VEOWF does not make sense. The purpose of the VE wording was so that PLA were notified in the event of cable exposure so the PLA could highlight to mariners to try to limit damage until the cable is reburied or protected. |

| Paragraph in Appendix 2 | PLA Proposed Change | The PLA's Reasoning and Justification |
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| Paragraph 119 | Remediation | |
| | Where, following the installation of cables forming Work No. 2(e) 3 in relation to the Area of Interest it is identified by the undertaker (who shall notify the PLA as soon as reasonably practicable of this fact) and in any event within 2 business days) or, following inspection by the PLA, it is identified by the PLA (and the same is notified to the undertaker as soon as reasonably practicable), that the level of cable is such that the paragraph 116 requirements of requirement 2(a3) has not been achieved or at any time following installation or maintenance the cable has moved such that the requirements of paragraph 116 requirement 2(a3) are no longer being achieved, then, unless otherwise agreed in writing with the PLA, the undertaker is required to carry out remediation works as specified in the cable specification and installation plan subject to paragraph 120(8) in relation to the Deep Water Routes. | This has been updated to refer to Work no 3 and the requirements of requirement 2(3) as the PLA have suggested paragraph 116(a) which set out the required dredging depths is deleted and the protective provisions reference back to requirement.2(3). |
| Paragraph 120 (1) | (1) the undertaker will re-bury the cables to the required specification to achieve the requirements of paragraph 116 requirement 2(a3); and | This has been updated to refer to the requirements of requirement 2(3) as the PLA have suggested paragraph 116(a) which set out the required dredging depths is deleted and the protective provisions reference back to requirement 2(3). |
| Paragraph 120(3) | (3) The undertaker will consult the PLA on the draft updated cable specification and installation plan required under sub-paragraph (2) <u>will be submitted to the PLA for approval under paragraph 3</u> , and the provisions of both this paragraph and paragraph 117 will apply to that updated cable specification and installation plan. | In line with the arguments regarding approvals the PLA should be approving any updated cable specification and installation plan in the event of remediation being required. |
| Paragraph 120(4) | (4) The steps in this paragraph shall be repeated until the <u>requirements in requirement in paragraph 116</u> 2(a3) is achieved or the cable is permanently removed from the Area of Interest. | This has been updated to refer to the requirements of requirement 2(3) as the PLA have suggested paragraph 116(a) which set out the required dredging depths is deleted and the protective provisions reference back to requirement 2(3). |

| Paragraph in Appendix 2 | PLA Proposed Change | The PLA's Reasoning and Justification |
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| Paragraph 121 | Provision of as built details | |
| | As soon as reasonably practicable following the completion of the installation of cables forming Work No. 2(e)3 and after any maintenance of the same, the undertaker must provide (on a strictly confidential basis) to the PLA as built drawings of Work No. 2(e)3 in a form and scale to be agreed between the undertaker and the PLA to show the position, depth and any cable protection installed as part of Work No 2(e)3 in relation to the Deep Water Routes provided that the PLA must not disclose (without the written consent of the undertaker) any information that has been provided by the undertaker to the PLA on a confidential basis or which is marked as commercially sensitive and must hold such information on a confidential basis only, except that the PLA may provide the information to contractors and agents acting on its behalf (including but not limited to contractors engaged to carry out dredging operations) provided that such agents and contractors are required by the PLA to treat such information as confidential. | This paragraph just needs updating so that the Work No. 2(c) references become Work No. 3. |
| New paragraph 123 before Disputes | <p><u>Indemnity</u></p> <p>(1) <u>The undertaker will pay to the PLA its proper and reasonable legal costs, professional fees and disbursements incurred in connection with reviewing the details submitted to the PLA pursuant to this Part [] of Schedule 14.</u></p> <p>(2) <u>The undertaker is responsible for and must make good to the PLA all financial costs, charges, damages losses or expenses which may be incurred reasonably or suffered by the PLA by reason of—</u></p> <p>(a) <u>the construction or operation of Work no. 3, any specified work or its failure or a failure to adhere to the requirements of this Part [] of Schedule 14;</u></p> <p>(b) <u>any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged on the</u></p> | <p>The PLA would wish to have the same indemnity that has been in the protective provisions for the PLA for Thames Tideway Tunnel, Silvertown Tunnel, the draft Lower Thames Crossing (TR010032) and the draft Cory Decarbonisation Project (EN010128).</p> <p>It cannot be right that the Port of London Authority has to absorb the costs, charges, damages, losses or expenses that it incurs as a result of the Applicant's scheme including in reviewing or responding to submitted plans or details. The PLA would expect the Applicant to meet any costs or claims to which the PLA is required to meet as a consequence of the Applicant's scheme.</p> <p>The PLA would expect to be indemnified for the following:</p> <p>i) the PLA's proper and reasonable legal costs, professional fees and disbursements incurred in connection with reviewing the details</p> |

| Paragraph in Appendix 2 | PLA Proposed Change | The PLA's Reasoning and Justification |
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| | <p><u>construction or operation of a specified work or Work no. 3 or with any failure, and the undertaker must indemnify the PLA from and against all claims and demands arising out of or in connection with a specified work, Work no. 3 or any such failure, act or omission or any failure to adhere to the requirements of the this Part [] of Schedule 14.</u></p> <p>(3) <u>The fact that any act or thing may have been done—</u></p> <p>(a) <u>by the PLA on behalf of the undertaker; or</u></p> <p>(b) <u>by the undertaker, its employees, contractors or agents in accordance with plans or particulars submitted to or modifications or conditions specified by the PLA, or in a manner approved by the PLA, or under its supervision or the supervision of its duly authorised representative,</u></p> <p><u>does not (if it was done or required without negligence on the part of the PLA or its duly authorised representative, employee, contractor or agent) excuse the undertaker from liability under the provisions of this paragraph.</u></p> <p>(4) <u>The PLA must give the undertaker reasonable notice of any such claim or demand as is referred to in sub-paragraphs (1) and (2) and no settlement or compromise of it is to be made without the prior consent of the undertaker.</u></p> | <p>submitted to the PLA pursuant to the protective provisions;</p> <p>ii) financial costs, charges, damages losses or expenses which may be incurred reasonably or suffered by the PLA by reason of the construction or operation of Work no 3, any specified work or the Applicant's failure to adhere to the requirements of the protective provisions;</p> <p>iii) against all claims and demands arising out of or in connection with a specified work, Work no 3 or any such failure, act or omission or any failure to adhere to the requirements of the onshore and offshore protective provisions.</p> |
| Paragraph 123 to become paragraph 124 | <p>Disputes</p> <p>Any dispute arising between the undertaker and the PLA under this Schedule is to be escalated in the first instance to senior representatives from the PLA and the undertaker, and the PLA and undertaker must seek to resolve the dispute through a meeting between the parties promptly and in any event within 10 business days, Where following</p> | <p>Update paragraph numbering and the paragraph dealing with disputes just needs to be updated to refer to the correct article dealing with arbitration in the dDCO.</p> |

| Paragraph Appendix 2 | in | PLA Proposed Change | The PLA's Reasoning and Justification |
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| | | escalation the dispute is not resolved, it is to be determined by arbitration as provided in article 48 <u>42</u> (arbitration) of this Order. | |