



**N O R T H F A L L S**

*Offshore Wind Farm*

# **Without Prejudice Ports Protective Provisions**

Document Reference:	9.111
Volume:	9
Date:	July 2025
Revision:	0

Project Reference: EN010119



Project	North Falls Offshore Wind Farm
Document Title	Without Prejudice Ports Protective Provisions
Document Reference	9.111
Supplier	Pinsent Masons

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Revision	Date	Status/Reason for Issue	Originator	Checked	Approved
0	July 2025	Deadline 7	Pinsent Masons	NFOW	NFOW

**This draft is provided on a without prejudice basis. The Applicant does not concede that there is any need for Protective Provisions in respect of the Port of London Authority or London Gateway Port Limited.**

This drafting is provided in a form that can be inserted into schedule 14 of the draft DCO if required.

*Insert into Part 13 of schedule 14:*

## PART 13

### FOR THE PROTECTION OF PORT OF LONDON AUTHORITY

**168.**—(1) Where the terms defined in article 2 (interpretation) of this Order are inconsistent with sub-paragraph (2), the latter prevail.

(2) In this Part—

“Areas of Interest” means any part of those areas shown shaded orange, pink, green or blue on the Deep Water Route Cable Installation Area (Future Dredging Depths) Plan;

“cable specification and installation plan” means the cable specification and installation plan to be approved under condition **Error! Reference source not found.** of the deemed marine licence for the transmission assets in Schedule 9 (deemed marine licence under the 2009 Act – transmission assets) of this Order;

“MMO” means the Marine Management Organisation, Lancaster House, Hampshire Court, Newcastle upon Tyne, NE4 7YH who is the body created under the 2009 Act and who is responsible for the monitoring and enforcement of the deemed marine licences;

“Mitigation Plans” means the cable specification and installation plan, the navigation and installation plan and the sediment disposal management plan;

“navigation and installation plan” means the navigation and installation plan to be approved under condition 22(1)(n) of the deemed marine licence for the transmission assets in Schedule 9 (deemed marine licence under the 2009 Act – transmission assets) of this Order;

“PLA” means the Port of London Authority as harbour authority for the Port of London pursuant to Port of London Act 1968; and

“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 (deemed marine licence under the 2009 Act – transmission assets) of this Order.

### Application

**169.** The following provisions, unless otherwise agreed in writing between the undertaker and the PLA, have effect.

### Consultation

**170.**—(1) The undertaker will consult the PLA on each of the Mitigation Plans before each plan is submitted by the undertaker in compliance with condition **Error! Reference source not found.** of the deemed marine licence for the transmission assets in Schedule 9 (deemed marine licence under the 2009 Act – transmission assets) of this Order, and any revisions arising from such application.

(2) the draft cable specification and installation plan referred to in sub-paragraph (1) must set out for Work No. 3;

- (a) the proposed cable burial depth(s);
- (b) the proposed cable burial methods;
- (c) any cable protection proposed including type, volume and anticipated locations; and
- (d) the proposed programme of work for cable burial.

(3) 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 Mitigation Plans and which is within the Areas 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.

(4) The PLA must respond to a request for consultation under sub-paragraph (1) or (3) within 14 days of the request unless any other period is agreed with the undertaker.

(5) Where the PLA provides no response within the 14-day period set out in sub-paragraph (4), the undertaker will be deemed to have consulted the PLA in accordance with sub-paragraph (1) or (3).

(2) The undertaker must notify the PLA of the final 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 the Areas of Interest no less than 5 days before such work is programmed to begin.

#### **Notification of transfer of benefit**

**171.** The undertaker must within 28 days of any transfer or grant of any benefit under paragraph (2) or (3) of article 5 (benefit of the order) of this Order notify the PLA, and such notification must include particulars of the transferee or lessee (as applicable), the general nature of the agreement pursuant to which the transfer and grant has been made, and details of the extent, nature and scope of the works or functions sold or otherwise transferred or granted.

#### **Provision of as built details**

**172.** As soon as reasonably practicable following the completion of the installation of cables forming Work No. 3, and after any maintenance of the same pursuant to condition 13 of the deemed marine licence for transmission assets in Schedule 9 (deemed marine licence under the 2009 Act – transmission assets), the undertaker must provide (on a strictly confidential basis) to the PLA as built drawings of Work No. 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. 3 in relation to the Areas of Interest 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.

*Insert into Part 14 of schedule 14:*

## PART 14

### FOR THE PROTECTION OF LONDON GATEWAY PORT

**173.**—(1) Where the terms defined in article 2 (interpretation) of this Order are inconsistent with sub-paragraph (2), the latter prevail.

(2) In this Part—

“Areas of Interest” means any part of those areas shown shaded orange, pink, green or blue on the Deep Water Route Cable Installation Area (Future Dredging Depths) Plan;

“cable specification and installation plan” means the cable specification and installation plan to be approved under condition **Error! Reference source not found.** of the deemed marine licence for the transmission assets in Schedule 9 (deemed marine licence under the 2009 Act – transmission assets) of this Order;

“LGPL” means London Gateway Port Limited (company number 04341592) as harbour authority for the London Gateway Port, pursuant to the London Gateway HEO;

“London Gateway HEO” means London Gateway Port Harbour Empowerment Order 2008<sup>(1)</sup>;

“MMO” means the Marine Management Organisation, Lancaster House, Hampshire Court, Newcastle upon Tyne, NE4 7YH who is the body created under the 2009 Act and who is responsible for the monitoring and enforcement of the deemed marine licences;

“Mitigation Plans” means the cable specification and installation plan, the navigation and installation plan and the sediment disposal management plan;

“navigation and installation plan” means the navigation and installation plan to be approved under condition 22(1)(n) of the deemed marine licence for the transmission assets in Schedule 9 (deemed marine licence under the 2009 Act – transmission assets) of this Order; and

“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 (deemed marine licence under the 2009 Act – transmission assets) of this Order.

#### **Application**

**174.** The following provisions, unless otherwise agreed in writing between the undertaker and LGPL, have effect.

#### **Consultation**

**175.**—(1) The undertaker will consult LGPL on each of the Mitigation Plans before each plan is submitted by the undertaker in compliance with condition **Error! Reference source not found.** of the deemed marine licence for the transmission assets in Schedule 9 (deemed marine licence under the 2009 Act – transmission assets) of this Order, and any revisions arising from such application.

(2) the draft cable specification and installation plan referred to in sub-paragraph (1) must set out for Work No. 3;

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<sup>(1)</sup> S.I. 2008/1261.

- (a) the proposed cable burial depth(s);
- (b) the proposed cable burial methods;
- (c) any cable protection proposed including type, volume and anticipated locations; and
- (d) the proposed programme of work for cable burial.

(3) The undertaker will consult LGPL on the activities and programme for any specified work to be undertaken under this Order which is not covered by the Mitigation Plans and which is within the Areas 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 LGPL for reasonable amendment to the activities or programme.

(4) LGPL must respond to a request for consultation under sub-paragraph (1) or (3) within 14 days of the request unless any other period is agreed with the undertaker.

(5) Where LGPL provides no response within the 14-day period set out in sub-paragraph (4), the undertaker will be deemed to have consulted LGPL in accordance with sub-paragraph (1) or (3).

(6) The undertaker must notify LGPL of the final 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 the Areas of Interest no less than 5 days before such work is programmed to begin.

#### **Notification of transfer of benefit**

**176.** The undertaker must within 28 days of any transfer or grant of any benefit under paragraph (2) or (3) of article 5 (benefit of the order) of this Order notify LGPL, and such notification must include particulars of the transferee or lessee (as applicable), the general nature of the agreement pursuant to which the transfer and grant has been made, and details of the extent, nature and scope of the works or functions sold or otherwise transferred or granted.

#### **Provision of as built details**

**177.** As soon as reasonably practicable following the completion of the installation of cables forming Work No. 3, and after any maintenance of the same pursuant to condition 13 of the deemed marine licence for transmission assets in Schedule 9 (deemed marine licence under the 2009 Act – transmission assets), the undertaker must provide (on a strictly confidential basis) to LGPL as built drawings of Work No. 3 in a form and scale to be agreed between the undertaker and LGPL to show the position, depth and any cable protection installed as part of Work No. 3 in relation to the Areas of Interest provided that LGPL must not disclose (without the written consent of the undertaker) any information that has been provided by the undertaker to LGPL on a confidential basis or which is marked as commercially sensitive and must hold such information on a confidential basis only, except that LGPL 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 LGPL to treat such information as confidential.



**NORTH FALLS**

*Offshore Wind Farm*



**RWE**

## **HARNESSING THE POWER OF NORTH SEA WIND**

*North Falls Offshore Wind Farm Ltd*

*A joint venture company owned equally by SSE Renewables and RWE.*

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