



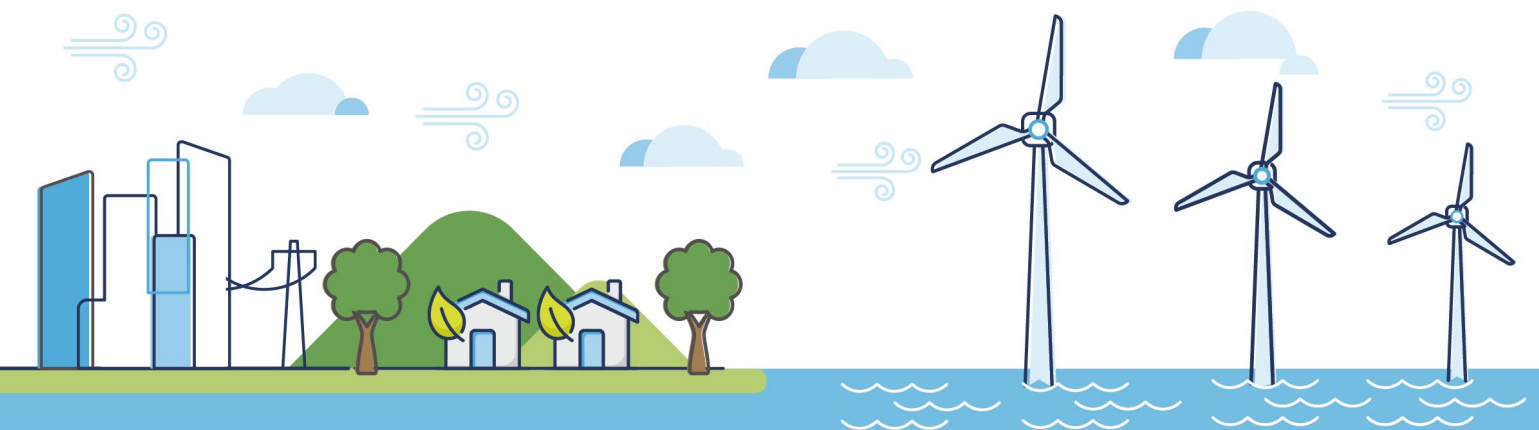
Morecambe Offshore Windfarm: Generation Assets Development Consent Order Documents

Volume 9

Without Prejudice DCO Requirement and Schedule 3 Spirit and Harbour Alternative Protective Provisions

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PART 1

For the protection of Harbour Energy

Application

1. For the protection of the owners from time to time of legal and beneficial interests in United Kingdom Continental Shelf Block 110/7a D, which at the date stated in article 1 (citation and commencement) of this Order is Harbour Energy, unless otherwise agreed in writing between the undertaker and the owner the provisions of this Part of this Schedule shall have effect for so long as the licence shall remain in full force and effect.

Interpretation

2. In this Part of this Schedule—

“additional costs” means any additional costs incurred by the owner in carrying out the owner’s works as a direct result of any of the following—

- (a) impaired helicopter access to the Calder Platform to the extent such impaired helicopter access can be reasonably demonstrated to have been necessary as a direct result of the construction, operation and maintenance, and decommissioning of the authorised development;
- (b) only to the extent not included in the calculation of costs under sub-paragraph (a), any use of vessels in substitution for impaired helicopter access to the Calder Platform subject to the use of vessels being approved in advance by the undertaker;

but in each case only to the extent that:

- (i) such costs have been reasonably and properly incurred by the owner;
- (ii) the owner provides evidence of costs incurred in a form and manner to the reasonable satisfaction of the undertaker;
- (iii) the owner and each relevant contractor, sub-contractor or agent have at all times used best endeavours to minimise and mitigate the costs; and
- (iv) such costs are not consequential loss.

“cable” means the power and telecommunications cables connecting the Calder Platform to the Central Processing Platform 1 complex located in the South Morecambe Field (Block 110/3a) shown purple and annotated as Calder to CPP1 on the Spirit and Harbour Protective Provisions Plan;

“Calder Platform” means the normally unattended, minimum facilities wellhead platform located in the United Kingdom Continental Shelf Block 110/7a D;

“coexistence agreement” means an agreement entered on reasonable terms between the undertaker and the owner in respect of the authorised development and the owner’s works to reconcile and protect the interests of the parties as are known at the time;

“consequential loss” means—

- (a) any consequential or indirect loss under English law; or
- (b) the following irrespective of whether direct, indirect or consequential loss—
 - (i) loss or damage arising out of any delay, postponement, interruption or loss of production of hydrocarbons, any inability to produce, process or deliver hydrocarbons or any loss of or anticipated loss of use, profit or revenue;
 - (ii) loss or damage incurred or liquidated or pre-estimated damages of any kind whatsoever borne or payable under any contract for sale, exchange, transportation, processing, storage or other disposal of hydrocarbons;

- (iii) losses associated with business interruption including the costs of overheads incurred during business interruption;
- (iv) loss of bargain, contract, expectation or opportunity; or
- (v) any other loss or anticipated loss or damage whatsoever in the nature of or consequential upon the foregoing,

in either case (a) or (b) above howsoever caused or arising whether under contract, by virtue of any fiduciary duty, in tort or delict (including negligence), as a consequence of breach of any duty (statutory or otherwise) or under any other legal doctrine or principle whatsoever whether or not recoverable at common law or in equity and whether or not foreseeable at the date stated in article 1 (citation and commencement) of this Order;

“CPP1” means the manned Central Processing Platform hub complex located in the United Kingdom Continental Shelf Block 110/2a, 110/3a and 110/8a;

“emergency works” means works whose execution at the time when they are executed is required in order to put an end to, or to prevent the occurrence of, circumstances then existing or imminent (or which the person responsible for the works believes on reasonable grounds to be existing or imminent) which are likely to cause danger to persons, property or the environment;

“Harbour Energy” means Chrysaor Resources (Irish Sea) Limited, a subsidiary of Harbour Energy PLC;

“licence” means United Kingdom Petroleum Production Licence P099;

“ministerial statement” means the written statement given by the Secretary of State for Energy and Climate Change to the UK Parliament regarding Crown Estate Leases for Offshore Renewables Projects on 12 July 2011, or any similar supplementary or replacement policy;

“offshore substation platform” means Work No. 2(a) from Part 1 of Schedule to the Order but excluding foundations;

“owner” means the owners from time to time of legal and beneficial interests in United Kingdom Continental Shelf Block 110/7a D, which at the date stated in article 1 (citation and commencement) of this Order is Harbour Energy;

“owner’s works” means exploration, appraisal, development, production, maintenance, interventions or decommissioning activity in or in relation to United Kingdom Continental Shelf Block 110/7a D, in accordance with and pursuant to the licence;

“pipeline and cable proximity area” means the area five hundred meters (500m) either side and directly above the pipeline and cable, shown coloured [pink] and annotated and shown as the pipeline and cable proximity area on the Spirit and Harbour Protective Provisions Plan;

“pipeline” means—

- (a) the 3” Rivers onshore terminal to Calder chemical pipeline with pipeline reference number PL1965; and
- (b) the 24” Calder to Rivers onshore terminal gas pipeline with pipeline reference number PL1966

shown green and annotated as the Calder to Rivers Onshore Terminal (PL1966) and Rivers Onshore Terminal to Calder (PL1965) on the Spirit and Harbour Protective Provisions Plan, together with any associated umbilicals, plant and equipment serving those pipelines;

“relevant activities” means all development activity relating to the carrying on of the undertaker’s and owner’s businesses within, or adjacent to the pipeline and cable proximity area or the WTG and OSP buffer zone, including (but not limited to) the preparation of development proposals, the submission of applications for statutory consents associated with those proposals and consultation in respect thereof, the acquisition of or application for new licence oil or gas blocks;

“Spirit and Harbour Protective Provisions Plan” means the plan certified as the Spirit and Harbour Protective Provisions Plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“temporary surface infrastructure” means [any fixed temporary infrastructure to be used in the construction, operation and maintenance, and decommissioning of the authorised development including, but not limited to, jack-up barges and buoys, but does not include temporary surface infrastructure in transit];

“wind turbine generator” means Work No. 1(a) from Part 1 of Schedule to the Order but excluding foundations;

“WTG and OSP aviation buffer zone” means an area of one point five nautical miles (1.5 nm) of clear airspace measured from the outer extremity edge of the Calder Platform to any tip from any wind turbine generator located within the licence and extending vertically from mean sea level, shown edged blue and annotated and shown as the WTG and OSP aviation buffer zone on the Spirit and Harbour Protective Provisions Plan;

“WTG and OSP marine buffer zone” means an area of one nautical mile (1 nm) measured from the outer extremity edge of the Calder Platform within the licence and extending vertically from mean sea level shown edged in light green and annotated and shown as the WTG and OSP marine buffer zone on the Spirit and Harbour Protective Provisions Plan; and

“WTG aviation corridor” means a two nautical mile (2 nm) wide corridor of clear airspace angled at 220 degrees from CPP1 shown edged in orange and annotated and shown as the WTG aviation corridor on the Spirit and Harbour Protective Provisions Plan; and

“WTG marine corridor” means a one nautical mile (1 nm) wide corridor of clear sea space between the Calder Platform and CPP1 edged in dark green and annotated and shown as the WTG marine corridor on the Spirit and Harbour Protective Provisions Plan.

Restriction on authorised development

3.— ~~a)~~⁽¹⁾ No wind turbine generator, offshore substation platform or temporary surface infrastructure shall be erected in the pipeline and cable proximity area, the WTG and OSP marine buffer zone or the WTG marine corridor unless otherwise agreed in writing between the owner and the undertaker.

~~(1)~~⁽²⁾ In the case of temporary surface infrastructure the owner may not withhold consent where the undertaker has been reasonably requested to place temporary infrastructure in the pipeline and cable proximity area, the WTG and OSP marine buffer zone or the WTG marine corridor by a statutory consultee.

4. No wind turbine generator or offshore substation platform shall be erected in the WTG and OSP aviation buffer zone unless otherwise agreed in writing between the owner and the undertaker.

5. No wind turbine generator shall be erected in the WTG aviation corridor unless otherwise agreed in writing between the owner and the undertaker.

Coexistence agreement

6. Prior to the commencement of construction of the authorised development, the undertaker and the owner shall use reasonable endeavours to enter into a coexistence agreement (which includes provision for proximity agreements on standard UK oil and gas industry terms).

Provision of information

7. Without prejudice to any other rights or obligations under this Part of this Schedule the owner and the undertaker shall from time to time keep each other informed of relevant activities such that the owner and the undertaker may seek to agree solutions to allow those activities to successfully co-exist as far as reasonably practicable or if later until completion of activities required under any statutory decommissioning plan required under the Petroleum Act 1998^(a) in relation to the licence and taking place within the areas subject to the licence.

(a) 1998 c. 17.

Cooperation

8. The undertaker and the owner must each act in good faith and use reasonable endeavours to cooperate with, and provide assistance to, each other as may be required to give effect to the provisions of this Schedule.

Compensation

9.—~~b)(1)~~ The owner must before incurring any additional costs for which it intends to claim compensation under this Part 2 of Schedule 3 notify the undertaker of its intention to incur additional costs and to make a claim for compensation.

~~(1)(2)~~ The requirement for advance notice in sub-paragraph (1) above shall not apply to any additional costs required in connection with emergency works, in which case the owner must provide notice as soon as reasonably practicable after incurring the additional costs in connection with the emergency works.

~~(2)(3)~~ The owner must not incur any additional costs notified to the undertaker pursuant to sub-paragraph (1) above unless the undertaker has approved in writing that such additional costs will be incurred, such approval not to be unreasonably withheld.

~~(3)(4)~~ The owner must, as soon as reasonably practicable after incurring any additional costs notified pursuant to sub-paragraph (2) above or approved pursuant to sub-paragraph (3) above, serve the undertaker with an itemised invoice or claim.

~~(4)(5)~~ Within 28 days of receipt of an itemised invoice or claim, the undertaker must—

- (a) approve the amount of additional costs specified in the itemised invoice or claim; or
- (b) dispute the amount of additional costs specified in the itemised invoice or claim (or that the owner has not used reasonable endeavours to mitigate or minimise any such additional costs) and refer the matter to arbitration pursuant to paragraph 9.

~~(5)(6)~~ Save where otherwise agreed in writing between the undertaker and the owner, the undertaker must thereafter pay to the owner the additional costs within 60 days of approving the amount of additional costs pursuant to sub-paragraph (5)(a) or final decision and award on additional costs pursuant to arbitration.

~~(6)(7)~~ The owner must use reasonable endeavours to mitigate in whole or in part and to minimise any additional costs. If requested to do so by the undertaker, the owner must provide an explanation of how the additional costs have been minimised.

~~(7)(8)~~ The aggregate cap of the undertaker's gross liability to pay compensation under the terms of this Part of this Schedule is limited to £2,000,000 (two million pounds) for all claims of compensation.

10. Nothing in this Part of this Schedule shall affect any rights or obligations or assessment of compensation in accordance with the ministerial statement and any associated guidance.

Arbitration

11. Any difference arising between the undertaker and the owner under this Part shall be referred to and settled by arbitration under article 15 (arbitration).

PART 2

For the protection of Spirit Energy Production UK Limited

Application

1. For the protection of the owner from time to time of legal and beneficial interests in United Kingdom Continental Shelf Blocks 110/2a, 110/3a and 110/8a, which at the date stated in article 1 (citation and commencement) of this Order is Spirit Energy Production UK Limited, unless otherwise agreed in writing between the undertaker and the owner the provisions of this Part of this Schedule shall have effect for so long as the licence shall remain in full force and effect.

Interpretation

2. In this Part of this Schedule—

“additional costs” means any additional costs incurred by the owner in carrying out the owner’s works as a direct result of any of the following:

- (a) impaired helicopter access to the AP-1 helideck and the DP-1 helideck to the extent such impaired helicopter access can be reasonably demonstrated to have been necessary as a direct result of the construction, operation and maintenance, and decommissioning of the authorised development;
- (b) only to the extent not included in the calculation of costs under sub-paragraph (a), any use of vessels in substitution for impaired helicopter access to the AP-1 helideck and the DP-1 helideck subject to the use of vessels being approved in advance by the undertaker;

but in each case only to the extent that:

- (i) such costs have been reasonably and properly incurred by the owner;
- (ii) the owner provides evidence of costs incurred in a form and manner to the reasonable satisfaction of the undertaker;
- (iii) the owner and each relevant contractor, sub-contractor or agent have at all times used best endeavours to minimise and mitigate the costs; and
- (iv) such costs are not consequential loss.

“AP-1 helideck” means the helideck located on the accommodation platform which is linked by bridge to CPP1;

“cable” means the power and telecommunications cables connecting CPP1 to the DP3 wells shown purple and annotated as Morecambe to CPP1 to DP3 on the Spirit and Harbour Protective Provisions Plan;

“Calder Platform” means the normally unattended, minimum facilities wellhead platform located in the United Kingdom Continental Shelf Block 110/7a D;

“cessation of production” or “COP” means the date on which hydrocarbon production from a well, asset or platform permanently stops;

“coexistence agreement” means an agreement entered on reasonable terms between the undertaker and the owner in respect of the authorised development and the owner’s works to reconcile and protect the interests of the parties as are known at the time;

“consequential loss” means—

- (a) any consequential or indirect loss under English law; or
- (b) the following irrespective of whether direct, indirect or consequential loss—
 - (i) loss or damage arising out of any delay, postponement, interruption or loss of production of hydrocarbons, any inability to produce, process or deliver hydrocarbons or any loss of or anticipated loss of use, profit or revenue;

- (ii) loss or damage incurred or liquidated or pre-estimated damages of any kind whatsoever borne or payable under any contract for sale, exchange, transportation, processing, storage or other disposal of hydrocarbons;
- (iii) losses associated with business interruption including the costs of overheads incurred during business interruption;
- (iv) loss of bargain, contract, expectation or opportunity; or
- (v) any other loss or anticipated loss or damage whatsoever in the nature of or consequential upon the foregoing,

in either case (a) or (b) above howsoever caused or arising whether under contract, by virtue of any fiduciary duty, in tort or delict (including negligence), as a consequence of breach of any duty (statutory or otherwise) or under any other legal doctrine or principle whatsoever whether or not recoverable at common law or in equity and whether or not foreseeable at the date stated in article 1 (citation and commencement) of this Order;

“CPP1” means the manned Central Processing Platform hub complex located in the United Kingdom Continental Shelf Block 110/2a, 110/3a and 110/8a;

“decommissioning date for CPP1” means the earlier of the date of cessation of production or 1 January 2029;

“DP-1 helideck” means the helideck located on the drilling platform 1 located in the United Kingdom Continental Shelf Block 110/2a, 110/3a and 110/8a;

“DP3 wells” means the wells located at the site of the decommissioned drilling platform 3 located in the United Kingdom Continental Shelf Block 110/2a, 110/3a and 110/8a;

“duty holder’s safety case” means the safety case relating to CPP1 which is periodically submitted by the owner to the UK HSE for acceptance under The Offshore Installations (Offshore Safety Directive) (Safety Case etc.) Regulations 2015;

“emergency works” means works whose execution at the time when they are executed is required in order to put an end to, or to prevent the occurrence of, circumstances then existing or imminent (or which the person responsible for the works believes on reasonable grounds to be existing or imminent) which are likely to cause danger to persons, property or the environment;

“licence” means United Kingdom Petroleum Production Licence P153 and United Kingdom Petroleum Production Licence P251;

“ministerial statement” means the written statement given by the Secretary of State for Energy and Climate Change to the UK Parliament regarding Crown Estate Leases for Offshore Renewables Projects on 12 July 2011, or any similar supplementary or replacement policy;

“offshore substation platform” means Work No. 2(a) from Part 1 of Schedule to the Order but excluding foundations;

“owner” means the owners from time to time of legal and beneficial interests in United Kingdom Continental Shelf Blocks 110/2a, 110/3a and 110/8a, which at the date stated in article 1 (citation and commencement) of this Order is Spirit Energy Production UK Limited;

“owner’s works” means exploration, appraisal, development, production, maintenance, interventions or decommissioning activity in accordance with and pursuant to the licence;

“pipeline and cable proximity area” means the area five hundred meters (500m) either side and directly above the pipeline and cable;

“pipeline” means—

- (a) the decommissioned 24” gas Morecambe DP3 to CPP1 pipeline with pipeline reference number PL195; and
- (b) the decommissioned 2” Morecambe CPP1 to DP3 pipeline with pipeline reference number PL205;

shown green and annotated as Morecambe CPP1 to DP3 on the Spirit and Harbour Protective Provisions Plan, together with any associated umbilicals, plant and equipment serving that pipeline;

“reasonable and prudent operator” means a party 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;

“relevant activities” means all development activity relating to the carrying on of the undertaker’s and owner’s businesses within, or adjacent to the pipeline and cable proximity area or the WTG and OSP buffer zone, including (but not limited to) the preparation of development proposals, the submission of applications for statutory consents associated with those proposals and consultation in respect thereof, the acquisition of or application for new licence oil or gas blocks;

“Spirit and Harbour Protective Provisions Plan” means the plan certified as the Spirit and Harbour Protective Provisions Plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“temporary surface infrastructure” means [any fixed temporary infrastructure to be used in the construction, operation and maintenance, and decommissioning of the authorised development including, but not limited to, jack-up barges and buoys, but does not include temporary surface infrastructure in transit];

“well buffer zone” means a one hundred metre (100m) buffer zone around the following three legacy and relief well top-hole locations listed in Table 3—

Table 41

<i>Well</i>	<i>UTM-X (m)</i>	<i>UTM-Y (m)</i>	<i>Latitude</i>	<i>Longitude</i>
DP3 (C1)	463127.8	5963416.1	53°49'0.6155 "N	3°33'36.1013 "W
110/8-2	463380.9	5964662.3	53°49'40.998 5"N	3°33'22.7997 "W
110/8a-C5 (Relief)	462650	5964650	53°49'40.414 0"N	3°34'2.7666" W

“wind turbine generator” means Work No. 1(a) from Part 1 of Schedule to the Order but excluding foundations;

“WTG and OSP aviation post-COP buffer zone” means an area of one point five nautical miles (1.5 nm) of clear airspace measured from the outer extremity edge of CPP1 to any tip from any wind turbine generator located within the licence and extending vertically from mean sea level shown edged blue and annotated and shown as the WTG and OSP aviation post-COP buffer zone on the Spirit and Harbour Protective Provisions Plan;

“WTG aviation pre-COP buffer zone” means an area of [•] nautical miles ([•] nm) of clear airspace measured from the outer extremity edge of CPP1 to any tip from any wind turbine generator located within the licence and extending vertically from mean sea level shown edged [colour] and annotated and shown as the WTG aviation pre-COP buffer zone on the Spirit and Harbour Protective Provisions Plan;

“WTG and OSP marine buffer zone” means an area of one point five nautical mile (1.5 nm) measured from the outer extremity edge of CPP1 within the licence and extending vertically from mean sea level shown edged in light green and annotated and shown as the WTG and OSP marine buffer zone on the Spirit and Harbour Protective Provisions Plan;

“WTG aviation corridor” means a two nautical mile (2 nm) wide corridor of clear airspace angled at 220 degrees from CPP1 shown edged in orange and annotated and shown as the WTG aviation corridor on the Spirit and Harbour Protective Provisions Plan; and

“WTG marine corridor” means a one nautical mile (1 nm) wide corridor of clear sea space between the Calder Platform and CPP1 shown edged in dark green and annotated and shown as the WTG marine corridor on the Spirit and Harbour Protective Provisions Plan.

Restriction on authorised development

~~3.~~^e(1) No wind turbine generator, offshore substation platform or temporary surface infrastructure shall be erected in the pipeline and cable proximity area, the WTG and OSP marine buffer zone or the WTG marine corridor unless otherwise agreed in writing between the owner and the undertaker.

~~(1)~~⁽²⁾ In the case of temporary surface infrastructure the owner may not withhold consent where the undertaker has been reasonably requested to place temporary infrastructure in the pipeline and cable proximity area, the WTG and OSP marine buffer zone or the WTG marine corridor by a statutory consultee.

4. ~~-(1)~~ No wind turbine generator shall be erected in the WTG aviation pre-COP buffer zone prior to the decommissioning date for CPP1 unless otherwise agreed in writing between the owner and the undertaker; and

4. ⁽²⁾ No wind turbine generator or offshore substation platform shall be erected in the WTG and OSP aviation post-COP buffer zone at any time unless otherwise agreed in writing between the owner and the undertaker.

5. No wind turbine generator shall be erected in the WTG aviation corridor unless otherwise agreed in writing between the owner and the undertaker.

6. (1) The restriction in sub-paragraph 4(1) shall cease to apply if the Secretary of State, having consulted with the owner and if necessary the Health and Safety Executive, and has confirmed in writing that he is satisfied that either:

(i) no changes (material or non-material) are reasonably necessary to the duty holder's safety case as a direct result of the authorised development authorised by this Order, or that any such reasonably necessary changes have been accepted by the Health and Safety Executive; or

(ii) the owner has not used all reasonable endeavours to identify and submit with the care and diligence expected of a reasonable and prudent operator to the Health and Safety Executive for acceptance any reasonably necessary material or non-material changes to the duty holder's safety case as a direct result of the authorised development authorised by this Order within [•] of the date of this Order.

~~6.7.~~ No wind turbine generator or offshore substation platform shall be erected in the well buffer zone unless otherwise agreed in writing between the owner and the undertaker.

8. The restrictions in paragraphs 3, 4 and 5 in the WTG aviation pre-COP buffer zone, WTG and OSP aviation post-COP buffer zone, WTG and OSP marine buffer zone, WTG aviation corridor, and WTG marine corridor shall cease to have effect if the Secretary of State, having consulted with the owner, has confirmed in writing that CPP1 has been decommissioned.

Coexistence agreement

~~7.9.~~ Prior to commencement of construction of the authorised development, the undertaker and the owner shall use reasonable endeavours to enter into a coexistence agreement (which includes provision for proximity agreements on standard UK oil and gas industry terms).

Provision of information

~~8.10.~~ Without prejudice to any other rights or obligations under this Part of this Schedule the owner and the undertaker shall from time to time keep each other informed of relevant activities such that the owner and the undertaker may seek to agree solutions to allow those activities to successfully co-exist as far as reasonably practicable or if later until completion of activities required under any statutory decommissioning plan required under the Petroleum Act 1998(a) in relation to the licence and taking place within the areas subject to the licence.

(h) 1998 c. 17.

Cooperation

~~9.11.~~ The undertaker and the owner must each act in good faith and use reasonable endeavours to cooperate with, and provide assistance to, each other as may be required to give effect to the provisions of this Schedule.

Compensation

~~10.12.~~—~~4~~(1) The owner must before incurring any additional costs for which it intends to claim compensation under this Part 3 of Schedule 3 notify the undertaker of its intention to incur additional costs and to make a claim for compensation.

~~4~~(2) The requirement for advance notice in sub-paragraph (1) above shall not apply to any additional costs required in connection with emergency works, in which case the owner must provide notice as soon as reasonably practicable after incurring the additional costs in connection with the emergency works.

~~2~~(3) The owner must not incur any additional costs notified to the undertaker pursuant to sub-paragraph (1) above, unless the undertaker has approved in writing that such additional costs will be incurred, such approval not to be unreasonably withheld.

~~3~~(4) The owner must, as soon as reasonably practicable after incurring any additional costs notified pursuant to sub-paragraph (2) above or approved pursuant to sub-paragraph (3) above, serve the undertaker with an itemised invoice or claim.

~~4~~(5) Within 28 days of receipt of an itemised invoice or claim, the undertaker must—

- (a) approve the amount of additional costs specified in the itemised invoice or claim; or
- (b) dispute the amount of additional costs specified in the itemised invoice or claim (or that the owner has not used reasonable endeavours to mitigate or minimise any such additional costs) and refer the matter to arbitration pursuant to paragraph 9.

~~5~~(6) Save where otherwise agreed in writing between the undertaker and the owner, the undertaker must thereafter pay to the owner the additional costs within 60 days of approving the amount of additional costs pursuant to sub-paragraph (5)(a) or final decision and award on additional costs pursuant to arbitration.

~~6~~(7) The owner must use reasonable endeavours to mitigate in whole or in part and to minimise any additional costs. If requested to do so by the undertaker, the owner must provide an explanation of how the additional costs have been minimised.

~~7~~(8) The aggregate cap of the undertaker's gross liability to pay compensation under the terms of this Part of this Schedule is limited to £8,000,000 (eight million pounds) for all claims of compensation.

~~11.13.~~ Nothing in this Part of this Schedule shall affect any rights or obligations or assessment of compensation in accordance with the ministerial statement and any associated guidance.

Arbitration

~~12.14.~~ Any difference arising between the undertaker and the owner under this Part shall be referred to and settled by arbitration under article 15 (arbitration).

Draft Requirement

Operations of CPP1

1. – (1) No part of Work No 1(a) (excluding foundations) shall be erected as part of the authorised development within the WTG aviation pre-COP buffer zone prior to the decommissioning date for CPP1.

(2) The condition in sub-paragraph (1) above shall cease to apply if the Secretary of State, having consulted with the owner and the Health and Safety Executive, has confirmed in writing that he is satisfied that either:

(a) no changes (material or non-material) are reasonably necessary to the duty holder's safety case as a direct result of the authorised development authorised by this Order, or that any such reasonably necessary changes have been accepted by the Health and Safety Executive; or

(b) the owner has not used all reasonable endeavours to identify and submit with the care and diligence expected of a reasonable and prudent operator to the Health and Safety Executive for acceptance any such reasonably necessary material or non-material changes within [•] of the date of this Order.

(2) For the purposes of this requirement –

(a) “cessation of production” or “COP” means the date on which hydrocarbon production from a well, asset or platform permanently stops;

(b) “CPP1” means the manned Central Processing Platform hub complex located in the United Kingdom Continental Shelf Block 110/2a, 110/3a and 110/8a;

(c) “decommissioning date for CPP1” means the earlier of –

(i) 1 January 2029; or

(ii) cessation of production;

(d) “duty holder's safety case” means the safety case relating to CPP1 which is periodically submitted by the owner to the UK HSE for acceptance under The Offshore Installations (Offshore Safety Directive) (Safety Case etc.) Regulations 2015;

(e) “owner” means the owners from time to time of legal and beneficial interests in United Kingdom Continental Shelf Blocks 110/2a, 110/3a and 110/8a, which at the date stated in article 1 (citation and commencement) of this Order is Spirit Energy Production UK Limited

(f) “reasonable and prudent operator” means a party 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

(g) “WTG aviation pre-COP buffer zone” means an area of [•] nautical miles ([•] nm) of clear airspace measured from the outer extremity edge of CPP1 to any tip from any wind turbine generator located within the Licence and extending vertically from mean sea level shown edged [colour] and annotated and shown as the WTG aviation pre-COP buffer zone on the Spirit and Harbour Protective Provisions Plan;