

**PLANNING ACT 2008**

**THE INFRASTRUCTURE PLANNING (APPLICATIONS: PRESCRIBED FORMS AND  
PROCEDURE) REGULATIONS 2009**

**The Morecambe Offshore Windfarm Generation Assets Development Consent Order  
Application**

---

**Deadline 5A Submission of Spirit Energy Production UK Limited**

**Responses to the Examining Authority's further written questions and requests for  
information (ExQ3)**

---

**EN010121**  
**Unique Reference: 20049981**

<b>Date</b>	8 April 2025
-------------	--------------

## Responses to the Examining Authority's written questions and requests for information (ExQ2)

The following table sets out the responses of Spirit Energy Production UK Limited (**Spirit Energy**) to the Examining Authority's further written questions and requests for information (**ExQ3**) [[PD-015](#)] directed to Spirit.

Question		Spirit's Response
3DCO3	Harbour Energy Spirit Energy	<p><b>Protective Provisions</b></p> <p>At D5, the applicant has provided two versions of the Protective Provisions, that is to say in the dDCO [<a href="#">REP5-002</a>] and in the 'Without Prejudice DCO Requirement and Schedule 3 Spirit and Harbour Alternative Protective Provisions' [<a href="#">REP5-071</a>]. Spirit Energy and Harbour Energy are asked to review both these documents, providing commentary on them and indicating where they consider they should be amended, and provide them both in 'clean' and 'tracked change' for each document.</p> <p>If Spirit Energy or Harbour Energy feel unable to comment on these provisions, they should set out their own full set of protective provisions explaining in commentary why these are to be preferred on a provision by provision basis.</p> <p>Spirit Energy has provided its proposed draft sets of protective provisions (PPs) in respect of its operations as licence holder for the United Kingdom petroleum production licences with references P.251, P.1483 and P.153, as duty holder for the Calder Platform and in respect of the Morecambe Net Zero project as the holder of Carbon Capture Appraisal and Storage licence CS010. These are provided in <b>Appendix 1</b> to this submission. Spirit Energy has not provided revised protective provisions plans because the originals were prepared by the Applicant. For consistency, it is suggested that the Applicant prepares the alternative Spirit and Harbour Protective Provisions Plan and the new proposed MNZ Protective Provisions Plan referred to in the draft Spirit Energy PPs.</p> <p>Spirit Energy has also provided its comments on the Applicant's proposed PPs, indicating, as appropriate, where its own proposed PPs should be preferred. This commentary is contained in <b>Appendix 2</b> to this submission.</p> <p>Spirit Energy wishes to note that it had proposed to include provisions in the draft MNZ PPs to ensure access within the proposed wind farm array to allow Spirit Energy to deposit monitoring equipment including concrete plinths, associated with the MNZ project. However, during a shared understanding meeting between Spirit Energy and the Applicant on 26th March 2025, it was confirmed that there would be no exclusion zone nor restriction on such works within the wind farm array. On this basis, Spirit Energy has not sought to include such a protection within its draft PPs.</p>
3SN1	Spirit Energy	<p><b>Radar Early Warning Systems</b></p> <p>Could Spirit Energy please confirm whether it accepts the findings in the updated ES Appendix 17.2 'Radar Early Warning System Technical Report' [<a href="#">REP3-034</a>] submitted by the applicant at D3? The response in [<a href="#">REP4-069</a>]</p> <p>Spirit Energy has reviewed the updated ES Appendix 17.2 'Radar Early Warning System Technical Report' [<a href="#">REP3-034</a>] which has incorporated all the concerns raised in Spirit Energy's Relevant Representation and Written Representation including setting up Spirit Energy CPA/TCPA alarms and further modelling of passing traffic through the wind farm array. The results of modelling passing traffic through the wind farm array has demonstrated a very low probability of occurrences where losses extend beyond</p>

		<p>indicates that it "<i>notes and welcomes</i>" it.</p> <p>If not, could Spirit Energy explain its position fully.</p>	<p>ten consecutive radar rotations across all platforms which can be compensated by the tracking software.</p> <p>Spirit Energy is of the opinion that the REWS system that will be in place by commencement of construction of the wind farm (2029) should have the software and hardware equipment including a new AIS system and radar tracker (ARTS) that processes real-time data from radar rotations. However, potential limitations of the ARTS which extrapolates the expected target position between radar sweeps and therefore compensates for missing radar sweeps for a configurable period is circa 30 seconds. It is expected that the REWS system will be equipped with a Pathfinder2 radar antenna which rotates at approximately 2.5 seconds per sweep so would take 25 seconds for 10 rotations, however the exact model of the antenna is still to be confirmed. Therefore Spirit Energy cannot confirm whether the REWS system on CPC platform at the commencement of wind farm construction will be capable of compensating and maintaining the tracking of vessels travelling through the wind farm array.</p>
--	--	---	--

**Appendix 1**  
**Spirit Energy - Proposed draft protective provisions**  
**PART 3**

**For the protection of Spirit Energy Production UK Limited**

**Application**

1. For the protection of the licensee from time to time of the United Kingdom petroleum production licences with references P.251, P.1483 and P.153 (as the same may be assigned, amended or replaced from time to time) which at the date stated in article 1 (citation and commencement) of this Order is Spirit Energy Production UK Limited, the provisions of this Part of this Schedule shall have effect for so long as any of the said licences shall remain extant unless otherwise agreed in writing between the undertaker and the licensee.

**Interpretation**

2. In this Part of this Schedule—

“additional costs” means any additional costs incurred by the licensee in carrying out the licensee’s operations as a result of the construction, operation or decommissioning of the authorised development;

“AP-1 helideck” means the helideck located on the accommodation platform at the CPC the coordinates of which are:

Location	Lat WGS84 (DD MM SS.sss)	Lon WGS84 (DD MM SS.sss)
AP-1 helideck	53° 50' 44.348" N	003° 35' 00.579" W

“authorised development” has the same meaning as in Schedule 1 of this Order and shall include any part of the said works including any preparatory works;

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

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

“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;

“CPC” means the hydrocarbon production and processing facilities complex known generally as such or the Central Processing Complex located in the United Kingdom Continental Shelf Block 110/2a, 110/3a and 110/8a;

“DP-1 helideck” means the helideck located on drilling production platform 1 located at the CPC the coordinates of which are:

Location	Lat WGS84 (DD MM SS.sss)	Lon WGS84 (DD MM SS.sss)
DP-1 helideck	53° 50' 45.272" N	003° 34' 50.140" W

“DP-6 helideck” means the helideck located on drilling production platform 6 the coordinates of which are:

Location	Lat WGS84 (DD MM SS.sss)	Lon WGS84 (DD MM SS.sss)
DP-6 helideck	53° 51' 50.155" N	003° 37' 04.993" W

“DP-8 helideck” means the helideck located on drilling production platform 8 the coordinates of which are:

Location	Lat WGS84 (DD MM SS.sss)	Lon WGS84 (DD MM SS.sss)
DP-8 helideck	53° 53' 26.724" N	003° 37' 27.233" W

"helidecks" means the AP-1 helideck, the DP-1 helideck, the DP-6 helideck and the DP-8 helideck and "helideck" shall mean any one of them (as the context so requires);

"legacy wells" means the legacy wells known as DP3 (C1-5), 110/3-3, 110/8-2, 110/8A-7, 110/8-2 Relief and 110/8a-C5 Relief, the coordinates for which are:

Wells	Latitude	Longitude
DP3 (C1-5)	53°49'0.6155"N	3°33'36.1013"W
110/3-3	53°50'15.4200"N	3°34'50.9700"W
110/8-2	53°49'40.9985"N	3°33'22.7997"W
110/8A-7	53°46'4.3984"N	3°34'24.5556"W
110/8-2 Relief	53°49'57.1774"N	3°33'23.0190"W
110/8a-C5 Relief	53°49'40.4140"N	3°34'2.7666"W

and "legacy well" shall mean any of them (as the context so requires);

"licence" means United Kingdom Petroleum Production Licence P.153, United Kingdom Petroleum Production Licence P.1483 and United Kingdom Petroleum Production Licence P.251 (as any or all of the same may be assigned, amended or replaced from time to time);

"licensee" means the holder from time to time of any of the licences, which at the date stated in article 1 (citation and commencement) of this Order is Spirit Energy Production UK Limited;

"licensee's operations" means exploration, appraisal, development, production, transportation, maintenance, repair, replacement, 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;

"offshore substation platform" or "OSP" means Work No. 2(a) forming Part 1 of Schedule 1 to this Order including foundations;

"O&G decommissioning date" means the date on which Offshore Petroleum Regulator for Environment and Decommissioning (or any successor body) confirms acceptance of the close-out reports for the decommissioning of Spirit Energy's East Irish Sea assets under the licence.

"pipeline" means—

(a) the decommissioned 24" gas Morecambe DP3 to CPC pipeline with pipeline reference number PL195; and

(b) the decommissioned 2" Morecambe CPC to DP3 pipeline with pipeline reference number PL205;

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

“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 nautical mile (1 nm) buffer zone around a legacy Well.

“wind turbine generator” or “WTG” means Work No. 1(a) from Part 1 of Schedule 1 to this Order including foundations;

“WTG and OSP aviation buffer zone” means an area of three point seven six nautical miles (3.76 nm) of unobstructed airspace measured from each of the helidecks in all directions and extending vertically from mean sea level shown edged blue and annotated and shown as the WTG and OSP aviation buffer zones on the Spirit and Harbour Protective Provisions Plan;

“WTG and OSP marine buffer zone” means an area of one point five nautical miles (1.5 nm) of unobstructed sea space measured from each of the AP-1 helideck and DP-1 helideck in all directions shown edged in light green and annotated and shown as the WTG and OSP marine buffer zones on the Spirit and Harbour Protective Provisions Plan;

“WTG marine corridor” means a one nautical mile (1 nm) wide corridor of unobstructed sea space between the Calder Platform and the AP-1 helideck 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.—(1) No wind turbine generator, inter-array cables, offshore substation platform or temporary surface infrastructure shall be erected in the pipeline and cable proximity area, any WTG and OSP marine buffer zone or the WTG marine corridor unless otherwise agreed in writing between the licensee and the undertaker.

(2) No vessel or surface infrastructure in transit by or attributable to the undertaker or its agents or contractors in exercising the power of this Order shall pass within one nautical mile (1 nm) of any of

the helidecks at any time nor within five hundred metres (500 m) of any of the legacy wells (whilst any rig or other vessel owned, controlled or instructed by the licensee, is present at this location) unless otherwise agreed in writing between the licensee and the undertaker.

(3) No wind turbine generator, offshore substation platform or temporary surface infrastructure shall be erected in any of the WTG and OSP aviation buffer zones unless otherwise agreed in writing between the licensee and the undertaker until after the O&G Decommissioning Date.

(4) No wind turbine generator, inter-array cables, offshore substation platform or temporary surface infrastructure shall be erected in any well buffer zone unless otherwise agreed in writing between the licensee and the undertaker.

### **Simultaneous operations**

4. Prior to commencement of construction of the authorised development, the undertaker and the licensee shall use reasonable endeavours to agree arrangements for the coordination of simultaneous operations to include (but not be limited to) the provision of: schedules of and scope of works; design specifications; proposed timing of the execution of works; methods of working; navigation routes; and a notifications procedure.

### **Cooperation**

5. The undertaker and the licensee 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 Part of this Schedule.

### **Financial security arrangements**

6. Prior to commencing construction of the authorised development the undertaker must provide evidence to the licensee that it has first put in place suitably robust arrangements to ensure that it can meet any liabilities and obligations under this Part of this Schedule. Such arrangements shall be maintained during the construction, operation, maintenance, repair, replacement and decommissioning of the authorised development unless otherwise agreed in writing by the licensee (such agreement not to be unreasonably withheld).



## **Costs**

7.-(1) The undertaker must reimburse the licensee in respect of all reasonable costs incurred by the licensee in engaging and retaining such experts, consultants and contractors as may be reasonably necessary to allow the licensee to carry out its functions under these protective provisions.

(2) The undertaker must reimburse the licensee for any additional costs.

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

(4) Within 14 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 licensee has not used reasonable endeavours to mitigate or minimise any such additional costs) and refer the matter to arbitration pursuant to paragraph 9 of this Part of this Schedule.

(5) Save where otherwise agreed in writing between the undertaker and the licensee, the undertaker must thereafter pay to the licensee the additional costs within 28 days of approving the amount of additional costs pursuant to sub-paragraph (4)(a) above or final decision and award of additional costs pursuant to arbitration.

(6) The licensee must use reasonable endeavours to mitigate in whole or in part and to minimise any additional costs.

## **Indemnity**

8. The undertaker shall be solely responsible for and shall defend, indemnify and hold harmless the licensee against all losses, damages, costs, claims, liabilities, liens, debts, charges expenses (including but not limited to legal expenses), causes of action of whatever nature and any payment made pursuant to an extra judicial settlement arising from, out of, or relating to the construction, operation, maintenance, repair, replacement and decommissioning of the authorised development (or any part thereof) or the failure of it (or any part thereof) in connection with:

(a) personal injury to or sickness, disease or death of personnel (including its officers, directors, employees, contractors, consultants or agency personnel) of the licensee;

(b) loss of, recovery of, or damage to any property of the licensee (including any of licensee's asset infrastructure or any marine and aeronautical vehicles, equipment, machinery, tools, materials,

supplies and other objects or items owned, rented, leased, chartered or otherwise belonging to the licensee);

(c) pollution (including any spillage, release, emission to atmosphere or seepage of hydrocarbons) emanating from any property of the licensee; and

(d) consequential loss suffered by the licensee.

### **Arbitration**

9. Any difference arising between the undertaker and the licensee under this Part shall be referred to and settled by arbitration under article 15 (arbitration) of this Order.

## PART 4

### For the protection of the Calder duty holder

#### Application

1. For the protection of Spirit Energy Production UK Limited as the duty holder of the Calder Platform, the provisions of this Part of this Schedule shall have effect for so long as the licence shall remain extant and Spirit Energy Production UK Limited remains duty holder of the Calder Platform unless otherwise agreed in writing between the undertaker and the duty holder.

#### Interpretation

2. In this Part of this Schedule—

“additional costs” means any additional costs incurred by the duty holder in carrying out the duty holder’s operations as a result of the construction, operation or decommissioning of the authorised development;

“AP-1 helideck” means the helideck located on the accommodation platform at the CPC the coordinates of which are:

Location	Lat WGS84 (DD MM SS.sss)	Lon WGS84 (DD MM SS.sss)
AP-1 helideck	53° 50' 44.348" N	003° 35' 00.579" W

“authorised development” has the same meaning as in Schedule 1 of this Order and shall include any part of the said works including any preparatory works;

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

“Calder helideck” means the helideck located on the Calder Platform the coordinates of which are:

Location	Lat WGS84 (DD MM SS.sss)	Lon WGS84 (DD MM SS.sss)
Calder Helideck	53° 48' 26.462" N	003° 39' 48.682" W

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

“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;

“CPC” means the hydrocarbon production and processing facilities complex known generally as such or the Central Processing Platform Complex located in the United Kingdom Continental Shelf Block 110/2a, 110/3a and 110/8a;

“duty holder” means Spirit Energy Production UK Limited as duty holder of the Calder Platform;

“duty holder’s operations” means the operations and services provided by the duty holder to the licensee in accordance with and pursuant to an operating agreement between the duty holder and the licensee;

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

“licence” means United Kingdom Petroleum Production Licence P.099 (as the same may be assigned, amended or replaced from time to time);

“licensee” means the holder from time to time of the licence, which at the date stated in article 1 (citation and commencement) of this Order is Harbour Energy;

“North East corner of the Calder Platform” means the north east corner of the Calder Platform the coordinates of which are:

Location	Lat WGS84 (DD MM SS.sss)	Lon WGS84 (DD MM SS.sss)
North East corner of the Calder Platform	53° 48' 27.021" N	003° 39' 47.105" W

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

“offshore substation platform” or “OSP” means Work No. 2(a) forming Part 1 of Schedule 1 to this Order including foundations;

“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;

“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” or “WTG” means Work No. 1(a) from Part 1 of Schedule 1 to this Order including foundations;

“WTG and OSP aviation buffer zone” means an area of three point seven six nautical miles (3.76 nm) of unobstructed airspace measured from the Calder helideck in all directions 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 point five nautical mile (1.5 nm) of unobstructed sea space measured from the North East corner of the Calder Platform in all directions

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 marine corridor” means a one nautical mile (1 nm) wide corridor of unobstructed sea space between the Calder Platform and the AP-1 helideck 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.—(1) No wind turbine generator, inter-array cables, 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 duty holder and the undertaker.

(2) No vessel or surface infrastructure in transit by or attributable to the undertaker or its agents or contractors in exercising the power of this Order shall pass within one nautical mile (1 nm) of the Calder Platform unless otherwise agreed in writing between the duty holder and the undertaker.

(3) No wind turbine generator, offshore substation platform or temporary surface infrastructure shall be erected in the WTG and OSP aviation buffer zone unless otherwise agreed in writing between the duty holder and the undertaker.

### **Simultaneous operations**

4. Prior to commencement of construction of the authorised development, the undertaker and the duty holder shall use reasonable endeavours to agree arrangements for the coordination of simultaneous operations to include (but not be limited to) the provision of: schedules of and scope of works; design specifications; proposed timing of the execution of works; methods of working; navigation routes; and a notifications procedure.

### **Cooperation**

5. The undertaker and the duty holder 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 Part of this Schedule.

### **Financial security arrangements**

6. Prior to commencing construction of the authorised development the undertaker must provide evidence to the duty holder that it has first put in place suitably robust arrangements to ensure that it can meet any liabilities and obligations under this Part of this Schedule. Such arrangements shall be maintained during the construction, operation, maintenance, repair, replacement and decommissioning of the authorised development unless otherwise agreed in writing by the duty holder (such agreement not to be unreasonably withheld).

### **Costs**

7.-(1) The undertaker must reimburse the duty holder in respect of all reasonable costs incurred by the duty holder in engaging and retaining such experts, consultants and contractors as may be reasonably necessary to allow the duty holder to carry out its functions under these protective provisions.

(2) The undertaker must reimburse the duty holder for any additional costs.

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

(4) Within 14 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 duty holder has not used reasonable endeavours to mitigate or minimise any such additional costs) and refer the matter to arbitration pursuant to paragraph 9 of this Part of this Schedule.

(5) Save where otherwise agreed in writing between the undertaker and the duty holder, the undertaker must thereafter pay to the duty holder the additional costs within 28 days of approving the amount of additional costs pursuant to sub-paragraph (4)(a) above or final decision and award of additional costs pursuant to arbitration.

(6) The duty holder must use reasonable endeavours to mitigate in whole or in part and to minimise any additional costs.

### **Indemnity**

8. The undertaker shall be solely responsible for and shall defend, indemnify and hold harmless the duty holder against all losses, damages, costs, claims, liabilities, liens, debts, charges expenses (including but not limited to legal expenses), causes of action of whatever nature and any payment made pursuant to an extra judicial settlement arising from, out of, or relating to the construction,

operation, maintenance, repair, replacement and decommissioning of the authorised development (or any part thereof) or the failure of it (or any part thereof) in connection with:

(a) personal injury to or sickness, disease or death of personnel (including its officers, directors, employees, contractors, consultants or agency personnel) of the duty holder;

(b) loss of, recovery of, or damage to any property of the duty holder (including any of duty holder's asset infrastructure or any marine and aeronautical vehicles, equipment, machinery, tools, materials, supplies and other objects or items owned, rented, leased, chartered or otherwise belonging to the duty holder);

(c) pollution (including any spillage, release, emission to atmosphere or seepage of hydrocarbons) emanating from any property of the duty holder; and

(d) consequential loss suffered by the duty holder.

### **Arbitration**

9. Any difference arising between the undertaker and the duty holder under this Part shall be referred to and settled by arbitration under article 15 (arbitration) of this Order.



## **PART 5**

### **For the protection of the MNZ licence holder**

#### **Application**

1. For the protection of the licensee from time to time of Carbon Capture Appraisal and Storage licence CS010 which at the date stated in article 1 (citation and commencement) of this Order is Spirit Energy Production UK Limited, the provisions of this Part of this Schedule shall have effect for so long as the licence remains extant unless otherwise agreed in writing between the undertaker and the licensee.

#### **Interpretation**

2. In this Part of this Schedule—

“additional costs” means any additional costs incurred by the duty holder in carrying out the duty holder’s operations as a result of the construction, operation or decommissioning of the authorised development;

“authorised development” has the same meaning as in Schedule 1 of this Order and shall include any part of the said works including any preparatory works;

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

“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 containment of carbon dioxide, any inability to store, process or accept delivery of carbon dioxide 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 carbon dioxide;

(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;

“CPC” means the hydrocarbon production and processing facilities complex known generally as such or the Central Processing Platform Complex located in the United Kingdom Continental Shelf Block 110/2a, 110/3a and 110/8a;

“legacy wells” means the legacy wells known as DP3 (C1-5), 110/3-3, 110/8-2, 110/8A-7, 110/8-2 Relief and 110/8a-C5 Relief, the coordinates for which are:

Wells	Latitude	Longitude
DP3 (C1-5)	53°49'0.6155"N	3°33'36.1013"W
110/3-3	53°50'15.4200"N	3°34'50.9700"W
110/8-2	53°49'40.9985"N	3°33'22.7997"W
110/8A-7	53°46'4.3984"N	3°34'24.5556"W
110/8-2 Relief	53°49'57.1774"N	3°33'23.0190"W
110/8a-C5 Relief	53°49'40.4140"N	3°34'2.7666"W

“licence” means Carbon Capture Appraisal and Storage licence CS010;

“licensee” means the holder from time to time of the licence, which at the date stated in article 1 (citation and commencement) of this Order is Spirit Energy Production UK Limited;

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

“offshore substation platform” or “OSP” means Work No. 2(a) forming Part 1 of Schedule to the Order including foundations;

“pipeline” means—

(a) the decommissioned 24 inch gas Morecambe DP3 to CPC pipeline with pipeline reference number PL195; and

(b) the decommissioned 2 inch Morecambe CPC to DP3 pipeline with pipeline reference number PL205;

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

“proposed CCS injection platform” means the licensee’s proposed injection platform, to be located in the position marked “SM W 2” on the MNZ Protective Provisions Plan;

"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 nautical mile (1 nm) buffer zone around the legacy wells.

"well cable buffer zone" means a two hundred metre (200 m) buffer zone around the legacy wells.

"wind turbine generator" or "WTG" means Work No. 1(a) from Part 1 of Schedule 1 to this Order including foundations;

"WTG and OSP aviation buffer zone" means an area of three point seven six nautical miles (3.76 nm) of unobstructed airspace measured from the proposed CCS injection platform in all directions and extending vertically from mean sea level shown edged blue and annotated and shown as the WTG and OSP aviation buffer zone on the MNZ Protective Provisions Plan;

"WTG and OSP marine buffer zone" means an area of one point five nautical miles (1.5 nm) of unobstructed sea space measured from the proposed CCS injection platform in all directions 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 MNZ Protective Provisions Plan;

"WTG and OSP marine corridor" means a one nautical mile (1 nm) wide corridor of unobstructed sea space for separate access and egress for rigs and construction vessels to the legacy wells and the proposed CCS injection platform.

### **Restriction on authorised development**

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

(2) No vessel or surface infrastructure in transit by or attributable to the undertaker or its agents or contractors in exercising the power of this Order shall pass within one nautical mile (1 nm) of the Proposed MNZ injection platform at any time nor within five hundred metres (500 m) of the legacy wells (whilst any rig or other vessel owned, controlled or instructed by the licensee, is present at this location) unless otherwise agreed in writing with the licensee.

(4) No wind turbine generator, offshore substation platform or temporary surface infrastructure shall be erected in the WTG and OSP aviation buffer zone unless otherwise agreed in writing between the licensee and the undertaker.

(5) No wind turbine generator, inter-array cables, offshore substation platform or temporary surface infrastructure shall be erected in the well buffer zone or the WTG and OSP marine corridor unless otherwise agreed in writing between the licensee and the undertaker.

(6) No new cable associated with the authorised development shall be laid within the well cable buffer zone.

### **Simultaneous operations**

4. Prior to commencement of construction of the authorised development, the undertaker and the licensee shall use reasonable endeavours to agree arrangements for the coordination of simultaneous operations to include (but not be limited to) the provision of; schedules of and scope of works; design specifications; proposed timing of the execution of works; methods of working; navigation routes; and a notifications procedure.

### **Cooperation**

5. The undertaker and the licensee 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 Part of this Schedule.

### **Financial security arrangements**

6. Prior to commencing construction of the authorised development the undertaker must provide evidence to the licensee that it has first put in place suitably robust arrangements to ensure that it can meet any liabilities and obligations under this Part of this Schedule. Such arrangements shall be maintained during the construction, operation, maintenance, repair, replacement and decommissioning of the authorised development unless otherwise agreed in writing by the licensee (such agreement not to be unreasonably withheld).

### **Costs**

7.-(1) The undertaker must reimburse the licensee in respect of all reasonable costs incurred by the licensee in engaging and retaining such experts, consultants and contractors as may be reasonably necessary to allow the licensee to carry out its functions under these protective provisions.

(2) The undertaker must reimburse the licensee for any additional costs.

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

(4) Within 14 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 licensee has not used reasonable endeavours to mitigate or minimise any such additional costs) and refer the matter to arbitration pursuant to paragraph 9 of this Part of this Schedule.

(5) Save where otherwise agreed in writing between the undertaker and the licensee, the undertaker must thereafter pay to the licensee the additional costs within 28 days of approving the amount of additional costs pursuant to sub-paragraph (4)(a) above or final decision and award of additional costs pursuant to arbitration.

(6) The licensee must use reasonable endeavours to mitigate in whole or in part and to minimise any additional costs.

### **Indemnity**

8. The undertaker shall be solely responsible for and shall defend, indemnify and hold harmless the licensee against all losses, damages, costs, claims, liabilities, liens, debts, charges expenses (including but not limited to legal expenses), causes of action of whatever nature and any payment made pursuant to an extra judicial settlement arising from, out of, or relating to the construction, operation, maintenance, repair, replacement and decommissioning of the authorised development (or any part thereof) or the failure of it (or any part thereof) in connection with:

(a) personal injury to or sickness, disease or death of personnel (including its officers, directors, employees, contractors, consultants or agency personnel) of the licensee;

(b) loss of, recovery of, or damage to any property of the licensee (including any of licensee's asset infrastructure or any marine and aeronautical vehicles, equipment, machinery, tools, materials, supplies and other objects or items owned, rented, leased, chartered or otherwise belonging to the licensee);

(c) pollution (including any spillage, release, emission to atmosphere or seepage of hydrocarbons) emanating from any property of the licensee; and

(d) consequential loss suffered by the licensee.

### **Arbitration**

9. Any difference arising between the undertaker and the licensee under this Part shall be referred to and settled by arbitration under article 15 (arbitration) of this Order.

## Appendix 2

### Spirit Energy comments on the Applicant's proposed protective provisions

Spirit Energy has provided its own proposed draft sets of protective provisions (PPs) in respect of its operations as licence holder for the United Kingdom petroleum production licences with references P.251, P.1483 and P.153, as duty holder for the Calder Platform and in respect of the Morecambe Net Zero project as the holder of Carbon Capture Appraisal and Storage licence CS010. Below are its comments on the Applicant's proposed PPs. As it has proposed its own draft of PPs, these comments address the main issues only, rather than detailed drafting points.

Reference	Issue	Comment																				
Part 3 For the protection of Spirit Energy Production UK Limited																						
Paragraph 3	Buffer zones and protections	For the reasons explained in Spirit Energy’s representations to the Examining Authority (ExA), a number of the buffers and protections in the Applicant’s PPs are not considered adequate. Spirit Energy has therefore identified the various restrictions below and provided a comparison between the Applicant and Spirit Energy’s position. Where these are agreed, this is confirmed.																				
		<table><tr><th>Buffer/protection</th><th>Applicant</th><th>Spirit</th><th>Comment</th></tr><tr><td>WTG and OSP aviation buffer zone</td><td>1.5 nm</td><td>3.76 nm</td><td>Spirit Energy’s representations comment extensively on the appropriate buffer for aviation purposes and its proposed draft of PPs identifies each of the helidecks that requires this protection.</td></tr><tr><td>WTG and OSP marine buffer zone</td><td>1.5 nm</td><td>1.5 nm</td><td>This buffer is agreed, but the Spirit Energy PPs provide this buffer from both the AP-1 helideck and DP-1 helideck.</td></tr><tr><td>WTG aviation corridor</td><td>2 nm corridor angled at 220° from CPP1</td><td>n/a</td><td>Spirit Energy’s representations explain why this corridor is not considered acceptable mitigation.</td></tr><tr><td>WTG marine corridor</td><td>1 nm corridor between Calder Platform and CPP1</td><td>1 nm corridor between Calder Platform and CPC</td><td>This buffer is agreed albeit Spirit Energy’s PPs identify the location as CPC.</td></tr></table>	Buffer/protection	Applicant	Spirit	Comment	WTG and OSP aviation buffer zone	1.5 nm	3.76 nm	Spirit Energy’s representations comment extensively on the appropriate buffer for aviation purposes and its proposed draft of PPs identifies each of the helidecks that requires this protection.	WTG and OSP marine buffer zone	1.5 nm	1.5 nm	This buffer is agreed, but the Spirit Energy PPs provide this buffer from both the AP-1 helideck and DP-1 helideck.	WTG aviation corridor	2 nm corridor angled at 220° from CPP1	n/a	Spirit Energy’s representations explain why this corridor is not considered acceptable mitigation.	WTG marine corridor	1 nm corridor between Calder Platform and CPP1	1 nm corridor between Calder Platform and CPC	This buffer is agreed albeit Spirit Energy’s PPs identify the location as CPC.
		Buffer/protection	Applicant	Spirit	Comment																	
		WTG and OSP aviation buffer zone	1.5 nm	3.76 nm	Spirit Energy’s representations comment extensively on the appropriate buffer for aviation purposes and its proposed draft of PPs identifies each of the helidecks that requires this protection.																	
		WTG and OSP marine buffer zone	1.5 nm	1.5 nm	This buffer is agreed, but the Spirit Energy PPs provide this buffer from both the AP-1 helideck and DP-1 helideck.																	
		WTG aviation corridor	2 nm corridor angled at 220° from CPP1	n/a	Spirit Energy’s representations explain why this corridor is not considered acceptable mitigation.																	
WTG marine corridor	1 nm corridor between Calder Platform and CPP1	1 nm corridor between Calder Platform and CPC	This buffer is agreed albeit Spirit Energy’s PPs identify the location as CPC.																			

		Well buffer zone	100m from: DP3 (C1), 110/8-2 and 110/8a-C5 (Relief)	500m from: DP3 (C1-5), 110/3-3, 110/8-2, 110/8A-7, 110/8-2 Relief and 110/8a-C5 Relief	500m is the minimum distance required to allow rig access to these well locations to carry out works, taking account of anchor/tug vessels and the need to manoeuvre a rig into position. There are no dynamic positioning rigs available in the East Irish Sea. Similar protections are sought by Spirit Energy in the MNZ PPs, since these locations may also need to be accessed in the future as part of any CCS monitoring and corrective measures plan for that well (see the minutes of a shared understanding meeting between Spirit Energy and the Applicant dated 26 <sup>th</sup> March 2025 provided with the Spirit Energy Deadline 5A submission).
		Pipeline and cable proximity area	500m either side	500m either side	This buffer is agreed.
Paragraph 3.- (2)	Temporary surface infrastructure	Spirit Energy does not consider the placement of temporary surface infrastructure within buffer zones to be acceptable simply because a statutory consultee has requested this. Such infrastructure could cause damage to Spirit Energy's assets or operations and any such proposal would need to be exceptional and specifically justified. In such circumstances, and to avoid			



		damage to infrastructure/assets and/or impacts on operations, there should be no generic fetter on Spirit Energy's reasonable discretion in this regard.
Paragraph 7	Coexistence agreement	<p>The Applicant has previously provided Spirit Energy with a proposed Coexistence agreement which was not considered to contain reasonable or acceptable terms. Spirit Energy prefers for its interests to be protected in PPs contained within the proposed Order and has drafted its proposed PPs accordingly.</p> <p>Spirit Energy does however recognise that there will be a requirement for both parties to agree arrangements in relation to simultaneous operations in addition to the protections in the proposed Order and has included appropriate wording to this effect in its draft PPs.</p> <p>Such arrangements encompass the provision of information and notifications.</p>
Paragraph 8	Provision of information	
Paragraph 10	Compensation	<p><b>Scope</b></p> <p>The proposals for compensation are far too narrowly drafted and only envisage additional costs under a narrow heading of impaired helicopter access. Other than seeking to limit the Applicant's liability, Spirit Energy sees no justification for limiting the scope of additional costs/compensation, other than identifying such costs as having resulted from the proposed development.</p> <p>Nor should such scope be subject to a "best endeavours" requirement to mitigate loss, which is not reasonable or market standard and could require Spirit Energy to prioritise this obligation above its own interests – both operationally and financially.</p> <p><b>Consequential loss</b></p> <p>Spirit Energy has explained in its submissions to the ExA that it is likely that consequential loss would result from certain impacts arising from the proposed development on its operations and that such costs could be substantial – for instance if Spirit Energy had to suspend operations. This is the nature of complex operations which require significant advanced planning. As such, it is entirely appropriate for consequential losses to form part of the protective provisions.</p> <p><b>Compensation cap</b></p> <p>Compensation under the Applicant's protective provisions relates to additional costs. There is a significant disagreement between Spirit Energy and the Applicant concerning the likely impact of the proposed development on its operations and the extent of additional costs which Spirit Energy may incur as a result. Spirit Energy considers that the Applicant has grossly underestimated these costs and that the £8 million cap proposed would not be close to adequate to meet the additional costs. Spirit Energy notes that no cap was present in the initial draft of the PPs and that it is only because the Applicant has finally realised the extent of its impact on Spirit Energy's operations that it now seeks to cap its additional cost exposure. Spirit Energy is firmly of the view that no cap on additional costs is appropriate in its protective provisions and that such provision should extend to the costs arising from the full impact of the proposed development. Any other approach would be grossly unfair to an existing operator who has made its concerns about the proposed development clear from a very early stage.</p>

		<p>Spirit Energy only seeks for the Applicant to be liable for costs which arise as a result of the proposed development and is content to be required to mitigate its loss and to provide details of such costs. There are also dispute resolution provisions within the Order, should any dispute about additional costs arise. As such the proposed costs cap is not considered to be evidence based and is an arbitrary figure simply designed to manage the Applicant's exposure.</p> <p><b>Process</b></p> <p>The draft PPs provide for a pre-approval and dispute resolution process before additional costs may be claimed, other than in the case of emergency. This process is commercially impractical for Spirit Energy, which is a dynamic business requiring to make rapid decisions particularly when seeking to mitigate impacts on its operations. On many occasions decisions on expenditure need to be made quickly and whilst not necessarily meeting the definition of an emergency, would create significant operational issues and additional costs if not addressed swiftly. As such, in practice, this pre-approval approach would not be workable. Instead, Spirit Energy suggests that costs are itemised and reclaimed from the Applicant after they have been incurred. Spirit Energy will of course be incentivised to pre-approve where it can, to avoid the scope for disputes later. It may also only incur costs that meet the definition of additional costs and it must mitigate its loss, such that the legitimacy of any claim can be assured.</p> <p><b>Indemnity</b></p> <p>The Applicant has proposed to only address additional costs and has not provided for an indemnity in respect of matters such as loss and damage to property, personal injury and pollution. Such an indemnity is essential when the Applicant proposes to work in close proximity to Spirit Energy's operations and concerns about such losses have already been thoroughly outlined by Spirit Energy in its representations to the ExA. Spirit Energy has been clear with safety concerns throughout its representations and views its safety exposure as a matter distinct from additional costs.</p>
--	--	---

Reference	Issue	Comment
<b>Part 3 for the protection of Spirit Energy Production UK Limited. Additional comments relating to the Without Prejudice Schedule 3 - Spirit and Harbour Alternative Protective Provisions.</b>		
Paragraph 4.- (1)	WTG aviation pre-COP buffer zone and Decommissioning date	<p>Spirit Energy has explained in its submission to the ExA and to the Applicant in shared understanding meetings that the date of decommissioning of spirit Energy's operations in the East Irish Sea is not fixed. It is subject to the requirement to maximise economic recovery within the OGA Strategy. As such it is not appropriate for the PPs to include the longstop decommissioning date. This will be determined between Spirit Energy and the NSTA.</p> <p>Furthermore, the definition of decommissioning used in this version of the PPs does not account for the need for continued helicopter access during decommissioning. As such, Spirit Energy's proposed PPs provide for a definition of decommissioning which encapsulates the process of decommissioning itself and the appropriate final approval to such by the regulator – OPRED.</p>

		<p>Accordingly, the longstop date of 1<sup>st</sup> January 2029 proposed by the Applicant for decommissioning is not acceptable; nor does it reflect the OGA strategy.</p> <p>Finally, this provision only refers to CPP1. There are of course other platforms that would require to be decommissioned, during which continued helicopter access would be required to the area.</p>
Paragraph 6	WTG aviation pre-COP buffer zone and safety case	<p>The effect of paragraph 6 appears to be the postponement of the determination of a key parameter/constraint of the Applicant's proposed development.</p> <p>The Applicant misunderstands how the regulatory process works. In order to prepare a review of its safety case, Spirit Energy would require details of matters such as the final proposed layout of the development, likely construction programme and vessel routes. It cannot speculatively carry out this review on the basis of an outline proposal. Furthermore, the preparation of such a case is a significant undertaking, involving numerous complex and interrelated studies (as has been illustrated during the examination) which would have significant resource and cost implications.</p> <p>Nor would the Health and Safety Executive be able to provide the Secretary of State with comfort that a material or non-material change is or is not required, without having a proposed application for such a change before it.</p> <p>It is noted that the Applicant seeks to impose an obligation on Spirit Energy to submit such a change application, but this duplicates an existing statutory requirement to do so where there is a material change (see Regulation 24 of the Offshore Installations (Offshore Safety Directive) (Safety Case etc.) Regulations 2015).</p> <p>It is therefore inappropriate and nonsensical to place a requirement on Spirit Energy to submit a revised safety case by a fixed date, when this is entirely dependent on the Applicant providing Spirit Energy with all of the necessary details of the final form of development proposed.</p> <p>Finally, Spirit Energy is concerned about this proposal, which seeks to require the Secretary of State to resolve a potentially complex matter relating significant impacts on an existing operator, outside of the examination process. It is unclear how the ExA or the Secretary of State would be able to make sound judgements about the effects of the proposed development and ultimately determine whether the DCO should be granted, with such key considerations being postponed until after a DCO is granted.</p>
Paragraph 8	Decommissioning date	<p>The comments on paragraph 4.-(1) above apply equally to this paragraph.</p>

**For the protection of Spirit Energy Production UK Limited as Duty Holder of the Calder Platform**

Spirit Energy Production UK Limited operates the Calder Platform under a services agreement with Harbour Energy. As Spirit Energy operates this platform and is responsible for safe operations, including both marine and air transport, it requires PPs similar to those sought for its own East Irish Sea assets. Proposed protective provisions for the Calder duty holder are set out in Spirit Energy's proposed draft PPs provided in response to ExQ3. Spirit Energy defers to Harbour in respect of the protective provisions Harbour requires in respect of its decommissioning activities.

**For the protection of Spirit Energy Production UK Limited as licensee of Carbon Capture Appraisal and Storage licence CS0101**

Spirit Energy Production UK Limited holds Carbon Capture Appraisal and Storage licence CS010. Spirit Energy's various representations have explained why PPs are required to ensure that the Morecambe Net Zero project (which has the capacity to store 1 giga tonne of CO<sub>2</sub> over its lifetime) is not seriously constrained or prevented by the proposed development. Proposed protective provisions in respect of the MNZ CCS project are set out in Spirit Energy's proposed draft PPs provided in response to ExQ3.