

Morecambe Offshore Windfarm: Generation Assets Development Consent Order Documents

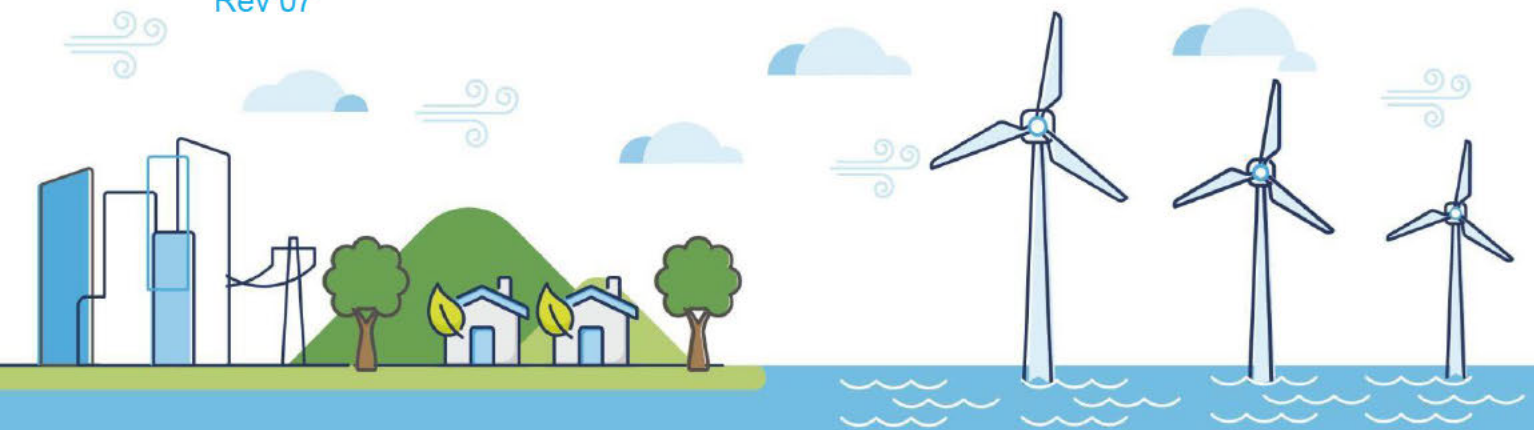
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Draft Development Consent Order

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202[] No. []

INFRASTRUCTURE PLANNING

**The Morecambe Offshore Windfarm Generation Assets Order
202[]**

Made - - - - - ***

Laid before Parliament ***

Coming into force ***

CONTENTS

PART 1

Preliminary

1.	Citation and commencement	3
2.	Interpretation	3

PART 2

Principal Powers

3.	Development consent etc. granted by the Order	7
4.	Operation of a generating station	8
5.	Deemed marine licence under the 2009 Act	8
6.	Power to maintain the authorised project	8
7.	Benefit of the Order	8

PART 3

Miscellaneous and general

8.	Abatement of works abandoned or decayed	9
9.	Saving provisions for Trinity House	10
10.	Crown rights	10
11.	Protective provisions	10
12.	Certification of documents and plans, etc.	10
13.	Service of notices	10
14.	Requirements, appeals, etc.	11
15.	Arbitration	11
16.	Approvals	12
17.	Modification of the 2016 Order	12
18.	Compensation measures	12

SCHEDULE 1 — Authorised Project	13
PART 1 — Authorised Development	13
PART 2 — Ancillary works	14
SCHEDULE 2 — Requirements	14
SCHEDULE 3 — Protective provisions	21
PART 1 — For the protection of offshore cables	21
PART 2 — For the protection of Harbour Energy	23
PART 3 — For the protection of Spirit Energy Production UK Limited	28
PART 4 — For the protection of Stena Line Limited	33
SCHEDULE 4 — Approval of matters specified in requirements	34
SCHEDULE 5 — Arbitration rules	37
SCHEDULE 6 — Deemed Marine Licence under the 2009 Act: Morecambe Offshore Windfarm Generation Assets	40
PART 1 — Licensed marine activities	40
PART 2 — Conditions	48
SCHEDULE 7	60
PART 1 — Compensation measures: Morecambe Bay and Duddon Estuary Special Protection Area and Ribble and Alt Estuaries Special Protection Area	60
PART 2 — Compensation measures: Liverpool Bay / Bar Lerpwl Special Protection Area	62
SCHEDULE 8 — Documents to be certified	64

An application has been made to the Secretary of State under section 37 of the Planning Act 2008(a) (“the 2008 Act”) and in accordance with the Infrastructure Planning (Applications: Prescribed Forms and Procedures) Regulations 2009(b) for an Order granting development consent.

The application was examined by an Examining Authority of 3 members (appointed by the Secretary of State) in accordance with Part 6 of the 2008 Act and carried out in accordance with the Infrastructure Planning (Examination Procedure) Rules 2010(c).

The Examining Authority, having considered the application together with the documents that accompanied it, and the representations made and not withdrawn, has, in accordance with section 74(2)(d) of the 2008 Act made a report and recommendation to the Secretary of State.

The Secretary of State has considered [the representations made and not withdrawn, and] the report and recommendation of the Examining Authority, has taken into account the environmental information in accordance with regulation 4 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017(e), and, as national policy statements have effect in relation to the

(a) 2008 c. 29. Section 37 was amended by section 128(2) and paragraphs 1 to 5 of Schedule 13 to the Localism Act 2011 (c. 20).
(b) S.I. 2009/2264.
(c) S.I. 2010/2013, amended by S.I. 2012/635.
(d) Section 74 was amended by sections 128(2) and 237 and paragraph 29 of Schedule 13 and paragraph 1 of Schedule 25 to the Localism Act 2011 (c. 20).
(e) S.I. 2017/572.

proposed development, has had regard to the documents and matters referred to in section 104(a) of the 2008 Act.

The Secretary of State in exercise of the powers conferred by sections 114, 115, 120(b), 140 and 149A(c) of the 2008 Act, makes the following Order:

PART 1

Preliminary

Citation and commencement

1. This Order may be cited as the Morecambe Offshore Windfarm Generation Assets Order 202[•] and comes into force on [•] 202[•].

Interpretation

2.—(1) Except for Schedule 6 (Deemed Marine Licence under the 2009 Act: Morecambe Offshore Windfarm Generation Assets), which is subject to the definitions in that Schedule, in this Order—

“1989 Act” means the Electricity Act 1989(d);

“2004 Act” means the Energy Act 2004(e);

“2008 Act” means the Planning Act 2008(f);

“2009 Act” means the Marine and Coastal Access Act 2009(g);

“2016 Order” means the Air Navigation Order 2016(h);

“address” includes any number or address used for the purposes of electronic transmission;

“ancillary works” means the ancillary works described in Part 2 (ancillary works) of Schedule 1 and any other works authorised by this Order that are not development within the meaning of section 32 of the 2008 Act;

“authorised development” means the development and associated development described in Part 1 (authorised development) of Schedule 1 and any other development authorised by this Order that is development within the meaning of section 32 of the 2008 Act;

“authorised project” means the authorised development and the ancillary works authorised by this Order;

“bank holiday” means a bank holiday in England and Wales under section 1 of the Banking and Financial Dealings Act 1971(i);

“buoy” means any floating device used for navigational purposes or measurement purposes, including wave buoys, LiDAR, guard buoys and mooring buoys;

“CAA” means the Civil Aviation Authority constituted by the Civil Aviation Act 1982(j);

(a) Section 104 was amended by paragraphs 49 and 54 of Schedule 13 to the Localism Act 2011 (c. 20).

(b) Sections 114, 115 and 120 were amended by sections 128(2) and 140 and Schedule 13, paragraphs 1, 55(1), (2) and 60(1) and (3) of the Localism Act 2011 (c. 20). Relevant amendments were made to section 115 by section 160(1) to (6) of the Housing and Planning Act 2016 (c. 22).

(c) Section 149A was inserted by paragraph 4 in Part 1 of Schedule 8 to the Marine and Coastal Access Act 2009 (c. 23).

(d) 1989 c. 29.

(e) 2004 c. 20. Section 105 was amended by section 69 of the Energy Act 2008 (c. 32).

(f) 2008 c. 29.

(g) 2009 c. 23.

(h) S.I. 2016/765.

(i) 1971 c. 80.

(j) 1982 c. 16.

“cable” means any cable up to 275kV for the transmission of electricity and includes direct lay cables, cables laid in cable ducts or protective covers, and further includes fibre optic and other communications cables either within the cable or laid alongside;

“cable crossings” means the crossing of existing sub-sea cables, pipelines or other existing infrastructure by the cables authorised by this Order together with cable protection;

“cable protection” means measures to protect cables from physical damage and exposure due to loss of seabed sediment including but not limited to rock placement or rock berms, concrete mattresses, the use of bagged solutions filled with grout or other materials and flow energy dissipation devices;

“commence” means the first carrying out of any licensed activities authorised by the deemed marine licence, save for operations consisting of pre-construction surveys, monitoring surveys and unexploded ordnance surveys, and any derivative of “commence” is to be construed accordingly;

“decommissioning programme” has the meaning given by section 105(2) of the 2004 Act^(a);

“deemed marine licence” means the licence set out in Schedule 6 (Deemed Marine Licence under the 2009 Act: Morecambe Offshore Windfarm Generation Assets);

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation – Safeguarding, St George’s House, DIO Head Office, DMS Whittington, Lichfield, Staffordshire, WS14 9PY and any successor body to its functions;

“design statement” means the document certified as the design statement by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“DF” means direction finding;

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“electronic transmission” or “electronically” means a communication transmitted—

- (a) by means of an electronic communications network; or
- (b) by other means but whilst in electronic form;

“environmental statement” means the document certified as the environmental statement by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“foundation” means any one or more of:

- (a) a gravity base foundation;
- (b) a multi-legged jacket with piling foundation;
- (c) a monopile foundation; or
- (d) a multi-legged jacket with suction bucket foundation;

“gravity base foundation” means a structure principally of steel, concrete, or steel and concrete with a base which rests on the seabed either due to its own weight with or without added ballast or additional skirts and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“HAT” means highest astronomical tide;

“HVAC” means high voltage alternating current;

“IFP” means instrument flight procedures;

“in principle monitoring plan” means the document certified as the in principle monitoring plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

(a) 2004 c. 20. Section 105 was amended by section 69 of the Energy Act 2008 (c. 32).

“inter-array cables” means the HVAC cables linking the wind turbine generators to each other and to the offshore substation platforms;

“km” means kilometres and “km²” means square kilometres;

“kV” means kilovolt;

“LAT” means lowest astronomical tide;

“LiDAR” means a light detection and ranging system used to measure weather and sea conditions;

“m” means metres, “m²” means square metres and “m³” means cubic metres;

“maintain” includes inspect, maintain, upkeep, repair, adjust and alter the authorised project, and further includes remove, reconstruct and replace any of the ancillary works and any component part of the authorised project (but not including the removal or replacement of foundations) provided that such works do not give rise to any materially new or materially different environmental effects to those identified in the environmental statement; and any derivative of “maintain” is to be construed accordingly;

“Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the regulation of the deemed marine licence or any successor of that function;

“MCA” means the Maritime and Coastguard Agency, the executive agency of the Department for Transport;

“MHWS” means Mean High Water Springs;

“monopile foundation” means a steel pile either driven or driven and drilled into the seabed and associated equipment including scour protection, equipment including J-tubes, corrosion protection systems and access platforms and equipment;

“MSA” means minimum sector altitude;

“multi-legged jacket with piling foundation” means a steel jacket/lattice-type structure constructed of steel, fixed to the seabed with concrete or hollow steel pin piles and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“multi-legged jacket with suction bucket foundation” means a steel jacket/lattice-type structure constructed of steel, fixed to the seabed with a tubular steel structure which partially or fully penetrates the seabed securing the jacket foundations by means of suction generated on the inside of the bucket and associated equipment, including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“offshore location plan” means the document certified as the offshore location plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“offshore order limits and grid coordinates plan” means the document certified as the offshore order limits and grid coordinates plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“offshore substation platform” or “OSP” means a structure above LAT and attached to the seabed by means of one or more foundations, with one or more decks and open with modular equipment or fully clad, containing—

- (a) electrical equipment required to switch, transform or convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation, including high voltage power transformers, high voltage switchgear and busbars, substation auxiliary systems and low voltage distribution, instrumentation, metering equipment and control systems, standby generators, shunt reactors, auxiliary and uninterruptible power supply systems;
- (b) accommodation, storage, workshop auxiliary equipment and facilities for operating, maintaining and controlling the substation or wind turbine generators, including navigation, aviation and safety marking and lighting, systems for vessel access and

retrieval, cranes, potable water supply, black water separation, stores, fuels and spares, communications systems and control hub facilities;

“offshore works plan” means the document certified as the offshore works plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“operation” means the undertaking of activities authorised by this Order which are not part of the construction, commissioning or decommissioning of the authorised project;

“Order limits” means the limits shown on the offshore works plan within which the authorised project may be carried out, whose grid coordinates are set out in Part 1 of Schedule 1 (authorised development) of this Order and shown on the offshore order limits and grid coordinates plan;

“outline construction method statement” means the document certified as the outline construction method statement by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“outline fisheries liaison and co-existence plan” means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“outline offshore operation and maintenance plan” means the document certified as the outline offshore operation and maintenance plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“outline offshore written scheme of investigation” means the document certified as the outline offshore written scheme of investigation by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“outline port access and transport plan” means the document certified as the outline port access and transport plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“outline project environmental management plan” means the document certified as the outline project environmental management plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“outline scour protection and cable protection plan” means the document certified as the outline scour protection and cable protection plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“outline skills and employment plan” means the document certified as the outline skills and employment plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“outline underwater sound management strategy” means the document certified as the outline underwater sound management strategy by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“outline vessel traffic management plan” means the document certified as the outline vessel traffic management plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“pin piles” means steel or concrete cylindrical piles either driven or driven and drilled into the seabed to secure steel jacket foundations;

“platform link cables” means the HVAC cables linking the offshore substation platforms to each other;

“requirements” means those matters set out in Schedule 2 (requirements) to this Order;

“row” means a row of wind turbine generators perpendicular to the prevailing wind;

“scour protection” means measures to prevent loss of seabed sediment around any structure placed in or on the seabed including but not limited to by the use of bagged solutions filled with grout or other materials, protective aprons, mattresses with or without frond devices, and rock, concrete and gravel placement;

“statutory historic body” means Historic England or its successor in function;

“statutory nature conservation body” means a statutory nature conservation body, being the appropriate nature conservation body as defined in Regulation 5 of the Conservation of Habitats and Species Regulations 2017^(a) or its equivalent in the Conservation of Offshore Marine Habitats and Species Regulations 2017^(b);

“transition piece” means the metal structure attached to the top of the foundation where the base of the wind turbine generator is connected and may include additional equipment such as J-tubes, corrosion protection systems, boat access systems, access platforms, craneage, radar, electrical transmission equipment and associated equipment;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“UHF” means ultra high frequency;

“undertaker” means Morecambe Offshore Windfarm Ltd (company registration number: SC734062), or any person who has the benefit of this Order in accordance with Article 7 (benefit of the Order);

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on, under or over water and which is at the time in, on, under or over water;

“VHF” means very high frequency;

“wind turbine generator” or “WTG” means a structure comprising a tower, rotor with three blades connected at the hub, nacelle and ancillary electrical and other equipment which may include J-tubes, transition piece, access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter hoisting facilities and other associated equipment including communications equipment, fixed to a foundation or transition piece; and

“working day” means a day other than a Saturday or Sunday, a bank holiday or other public holiday in England and Wales.

(2) All distances, directions, areas and lengths referred to in this Order are approximate and distances between points on a work comprised in the authorised project are taken to be measured along that work.

(3) References in this Order to points identified by letters or numbers are to be construed as references to points so lettered or numbered on the relevant plans.

(4) References in this Order to numbered works are references to the works as numbered in Part 1 of Schedule 1 (authorised development).

(5) The expression “includes” is to be construed without limitation unless the contrary intention appears.

(6) A reference to any statute, order, regulation or similar instrument in this Order is construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

PART 2

Principal Powers

Development consent etc. granted by the Order

3.—(1) Subject to the provisions of this Order and to the requirements the undertaker is granted—

(a) S.I. 2017/1012.

(b) S.I. 2017/1013.

- (a) development consent for the authorised development; and
- (b) consent for the ancillary works;

to be carried out within the Order limits.

Operation of a generating station

4.—(1) The undertaker is authorised to use and operate the authorised development for which development consent is granted by this Order.

(2) Paragraph (1) does not relieve the undertaker of any requirement to obtain any permit or licence under any legislation that may be required from time to time to authorise the operation of the authorised project.

Deemed marine licence under the 2009 Act

5. The marine licence set out in Schedule 6 (Deemed Marine Licence under the 2009 Act: Morecambe Offshore Windfarm Generation Assets) is deemed to have been granted to the undertaker under Part 4 (marine licensing) of the 2009 Act for the licensed activities specified in Part 1 of the marine licence and subject to the conditions specified in Part 2 of the marine licence.

Power to maintain the authorised project

6.—(1) The undertaker may at any time maintain the authorised project, except to the extent that this Order or an agreement made under this Order provides otherwise.

(2) Paragraph (1) does not relieve the undertaker of any requirement to obtain any further licence under Part 4 (marine licensing) of the 2009 Act for licensable activities not covered by the deemed marine licence.

Benefit of the Order

7.—(1) Subject to this article, the provisions of this Order have effect solely for the benefit of the undertaker.

(2) Subject to paragraphs (3), (4) and (5) the undertaker may with the written consent of the Secretary of State—

- (a) transfer to another person (“the transferee”) any or all of the benefit of the provisions of this Order (including the deemed marine licence) and such related statutory rights as may be agreed between the undertaker and the transferee; and
- (b) grant to another person (“the lessee”) for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of this Order (including the deemed marine licence) and such related statutory rights as may be so agreed,

except where paragraph (5) applies, in which case the consent of the Secretary of State is not required.

(3) The Secretary of State must notify the MMO, and must have regard to any response received from the MMO within 28 days of notification, before giving consent to the transfer or grant to another person of the benefit of any or all of the provisions of the deemed marine licence.

(4) Where the undertaker has transferred any benefit, or for the duration of any period during which the undertaker has granted any benefit, under paragraph (2)—

- (a) the benefit transferred or granted (“the transferred benefit”) shall include any rights that are conferred, and any obligations that are imposed, by virtue of the provisions to which the benefit relates;
- (b) the transferred benefit shall reside exclusively with the transferee or, as the case may be, the lessee and the transferred benefit is not enforceable against the undertaker save in the case of a deemed marine licence transferred or granted in respect of any breach of an

obligation by the undertaker which occurs prior to such transfer or grant or which occurs as a result of any activity carried out by the undertaker on behalf of the transferee; and

- (c) the exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under paragraph (2) is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.

(5) This paragraph applies where the transferee or lessee is the holder of a licence under section 6 (licences authorising supply, etc.) of the 1989 Act.

(6) Where an agreement has been made in accordance with paragraph (2) references in this Order to the undertaker, except in paragraph (4), (7), (10) and (11), will include references to the transferee or lessee.

(7) Prior to any transfer or grant under this article taking effect the undertaker must give notice in writing to the Secretary of State and the MMO.

(8) A notice required under paragraph (7) must—

(a) state—

- (i) the name and contact details of the person to whom the benefit of the provisions will be transferred or granted;
- (ii) subject to paragraph (9), the date on which the transfer will take effect;
- (iii) the provisions to be transferred or granted; and
- (iv) the restrictions, liabilities, and obligations that, in accordance with sub-paragraph (4)(c), will apply to the person exercising the powers transferred or granted;

(b) be accompanied by—

- (i) where relevant, a plan showing the works or areas to which the transfer or grant relates; and
- (ii) a copy of the document effecting the transfer or grant signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted.

(9) The date specified under paragraph (8)(a)(ii) must not be earlier than the expiry of fourteen days from the date of the receipt of the notice.

(10) The notice given under paragraph (7) must be signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted as specified in that notice.

(11) Section 72(7) and (8) of the 2009 Act do not apply to a transfer or grant of the whole or part of the benefit of the provisions of the deemed marine licence to another person by the undertaker pursuant to an agreement under this article save that the MMO may amend any deemed marine licence granted under Schedule 6 of this Order to change the name of the undertaker to the name of a transferee or lessee under this article.

(12) A notice given under paragraph (7) is deemed to have been given in writing where it is sent electronically.

PART 3

Miscellaneous and general

Abatement of works abandoned or decayed

8. Where the authorised development or any part of it or any part of the ancillary works are abandoned or allowed to fall into decay, the Secretary of State may, following consultation with the undertaker, issue a written notice requiring the undertaker at its own expense either to repair, make safe or restore one or any of those works, or remove such authorised development or any

relevant part of it or any ancillary works, without prejudice to any notice served under section 105(2) (requirement to prepare decommissioning programmes) of the 2004 Act^(a). The notice may also require the restoration of the site of the relevant part(s) of the authorised development or ancillary works.

Saving provisions for Trinity House

9. Nothing in this Order prejudices or derogates from any of the rights, duties or privileges of Trinity House.

Crown rights

10.—(1) Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and in particular, nothing in this Order authorises the undertaker or any lessee or licensee to take, use, enter upon or in any manner interfere with any land or rights of any description (including any portion of the shore or bed of the sea or any river, channel, creek, bay or estuary)—

- (a) belonging to His Majesty in right of the Crown and forming part of The Crown Estate without the consent in writing of the Crown Estate Commissioners;
- (b) belonging to His Majesty in right of the Crown and not forming part of The Crown Estate without the consent in writing of the government department having the management of that land; or
- (c) belonging to a government department or held in trust for His Majesty for the purposes of a government department without the consent in writing of that government department.

(2) A consent under paragraph (1) may be given unconditionally or subject to terms and conditions; and is deemed to have been given in writing where it is sent electronically.

Protective provisions

11. Schedule 3 (protective provisions) has effect.

Certification of documents and plans, etc.

12.—(1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of all of the documents listed in Schedule 8 (documents to be certified) for certification that they are true copies of the documents referred to in this Order.

(2) A plan or document so certified is admissible in any proceedings as evidence of the contents of the document of which it is a copy.

Service of notices

13.—(1) A notice or other document required or authorised to be served for the purposes of this Order may be served—

- (a) by post;
- (b) by delivering it to the person on whom it is to be served or to whom it is to be given or supplied; or
- (c) with the consent of the recipient and subject to paragraphs (5) to (7) by electronic transmission.

(2) Where the person on whom a notice or other document to be served for the purposes of this Order is a body corporate, the notice or document is duly served if it is served on the secretary or clerk of that body.

(a) Section 105(2) was substituted by section 69(3) of the Energy Act 2008 (c. 32).

(3) For the purposes of section 7 (references to service by post) of the Interpretation Act 1978^(a) as it applies for the purposes of this article, the proper address of any person in relation to the service on that person of a notice or document under paragraph (1) is, if that person has given an address for service, that address, and otherwise—

- (a) in the case of the secretary or clerk of a body corporate, the registered or principal office of that body; and
- (b) in any other case, the last known address of that person at the time of service.

(4) Where a notice or other document required to be served or sent for the purposes of this Order is served or sent by electronic transmission the requirement is to be taken to be fulfilled only where—

- (a) the recipient of the notice or other document to be transmitted has given consent to the use of electronic transmission in writing or by electronic transmission;
- (b) the notice or document is capable of being accessed by the recipient;
- (c) the notice or document is legible in all material respects; and
- (d) the notice or document is in a form sufficiently permanent to be used for subsequent reference.

(5) Where the recipient of a notice or other document served or sent by electronic transmission notifies the sender within seven days of receipt that the recipient requires a paper copy of all or part of that notice or other document the sender must provide such a copy as soon as reasonably practicable.

(6) Any consent to the use of electronic communication given by a person may be revoked by that person in accordance with paragraph (7).

(7) Where a person is no longer willing to accept the use of electronic transmission for any of the purposes of this Order—

- (a) that person must give notice in writing or by electronic transmission revoking any consent given by that person for that purpose; and
- (b) such revocation is final and takes effect on a date specified by the person in the notice but that date must not be less than seven days after the date on which the notice is given.

(8) This article does not exclude the employment of any method of service not expressly provided for by it.

(9) In this article “legible in all material respects” means that the information contained in the notice or document is available to that person to no lesser extent than it would be if served, given or supplied by means of a notice or document in printed form.

Requirements, appeals, etc.

14. Schedule 4 (approval of matters specified in requirements) has effect in relation to all agreements or approvals granted, refused or withheld in relation to requirements included in Schedule 2 (requirements) to this Order.

Arbitration

15.—(1) Subject to article 9 (saving provisions for Trinity House), any difference under any provision of this Order, unless otherwise provided for, must be referred to and settled by arbitration in accordance with the rules at Schedule 5 (arbitration rules) to this Order, by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed on the application of either party (after giving written notice to the other) by the Secretary of State.

(2) For the avoidance of doubt, any matter for which the consent or approval of the Secretary of State or the MMO is required under any provision of this Order shall not be subject to arbitration.

(a) 1978 c. 30.

Approvals

16.—(1) Where, under any of the requirements set out in Schedule 2, any condition in Part 2 of Schedule 6, or any provision in Schedules 3, 6 or 7, the approval (which shall include any confirmation or agreement) or notification of or to the Secretary of State or another organisation or body is required, that approval or notification must be given in writing.

(2) With respect to any approval which requires the authorised project to be carried out in accordance with the details approved by the Secretary of State or another organisation or body, the approved details must be carried out as approved unless an amendment or variation is previously agreed by the Secretary of State or that other organisation or body in writing in accordance with paragraph (3).

(3) Any amendments to or variations of the approved details must be in accordance with the principles and assessments set out in the environmental statement. Such agreement may only be given where it has been demonstrated to the satisfaction of the Secretary of State or that other organisation or body that the amendment to the approved detail is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

(4) The approved details must be taken to include any amendments that have subsequently been approved by the Secretary of State or that other organisation or body.

(5) Where any approval or notification is required in writing this includes by electronic transmission.

Modification of the 2016 Order

17. Article 223 of the 2016 Order^(a) is modified so as to read for the purposes of this Order only as if there were inserted after paragraph (1)(b)—

“(c) or which is situated in waters outside of the territorial sea designated as the Renewable Energy Zone by section 84(4) of the 2004 Act^(b).”.

Compensation measures

18.—(1) Schedule 7 (compensation measures) has effect.

(2) If before the coming into force of this Order the undertaker or any other person has taken any steps that were intended to be steps towards compliance with any provision of Schedule 7, those steps may be taken into account for the purpose of determining compliance with that provision if they would have been valid steps for that purpose had they been taken after this Order came into force.

Signed by authority of the Secretary of State for [Energy Security and Net Zero]

Date

Signed
Title
Department

(a) S.I. 2016/765;

(b) Section 84(4) was substituted by Schedule 4(1) para. 4(2) of the Marine and Coastal Access Act 2009 (c. 23).

SCHEDULE 1

Authorised Project

Articles 3 and 4

PART 1

Authorised Development

1. A nationally significant infrastructure project as defined in sections 14 (nationally significant infrastructure projects: general) and 15 (generating stations) of the 2008 Act located in the east Irish Sea approximately 30 kilometres from the coast of Lancashire being an offshore wind turbine generating station with electrical output capacity of over 100MW comprising—

Work No. 1:

- (a) up to 35 wind turbine generators each fixed to the seabed by a foundation; and
- (b) a network of subsea inter-array cables between the wind turbine generators and between the wind turbine generators and the offshore substation platforms forming part of Work No. 2 including cable crossings and cable protection;

and associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act comprising—

Work No. 2:

- (a) one or two offshore substation platforms each fixed to the seabed by a foundation; and
- (b) a network of subsea platform link cables including cable crossings and cable protection;

and Work No. 1 and Work No. 2 are to be constructed seaward of MHWS within the area delineated by the coordinates shown on the offshore order limits and grid coordinates plan and listed in Table 1 below—

Table 1

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
1	53° 50' 11.03673656" N	003° 36' 31.65915051" W
2	53° 49' 41.72634557" N	003° 34' 15.69323747" W
3	53° 49' 45.14948499" N	003° 29' 48.00160838" W
4	53° 45' 16.81576507" N	003° 29' 38.45882862" W
5	53° 45' 00.78002400" N	003° 36' 04.79995593" W
6	53° 46' 45.95836718" N	003° 40' 53.89383116" W

and in connection with the authorised development within Work No. 1 and Work No. 2 and to the extent that they do not otherwise form part of any such work, further associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project and which fall within the scope of the works assessed by the environmental statement, including—

- (a) scour protection around the foundations of the offshore structures;
- (b) cable protection measures;
- (c) the removal of material from the seabed and the disposal of inert material of natural origin within the Order limits produced during seabed preparation for and installation of foundations and cables (including sandwave clearance and seabed levelling) and boulder clearance;
- (d) removal of out of service cables and static fishing equipment; and
- (e) disposal of drill arisings in connection with any foundation drilling up to a total of 55,865 m³.

PART 2

Ancillary works

1. Works within the Order limits which fall within the scope of the works assessed by the environmental statement comprising—

- (a) moorings or other means of accommodating vessels in the construction or maintenance of the authorised project; and
- (b) marking buoys, beacons, fenders and other navigational warning or ship impact protection works.

SCHEDULE 2

Article 3

Requirements

Time limits

1.—(1) Subject to sub-paragraph (2), the authorised project must commence no later than the expiration of seven years beginning with the date this Order comes into force.

(2) If proceedings are begun to challenge the validity of this Order before the end of the period referred to in sub-paragraph (1) the period must be taken to be extended by one year.

Design parameters

2.—(1) The wind turbine generators to be constructed and operated as part of the authorised project must be located within the area shown on the offshore works plan.

(2) No part of any wind turbine generator to be constructed as part of the authorised project shall oversail or extend beyond the Order limits.

(3) The authorised project must be constructed in accordance with the parameters set out in Table 2.

Table 2

<i>Parameter</i>	<i>Value</i>
Maximum number of wind turbine generators	35
Maximum total rotor swept area (m ²)	1,858,252
Maximum height of wind turbine generators when measured from HAT to the tip of the vertical blade (m)	310
Maximum rotor diameter of each wind turbine generator (m)	280
Minimum distance from HAT to the lowest point of the rotating blade for each turbine (m)	25
Minimum intra-row distance (between wind turbine generators in a row of wind turbine generators) (m)	1,060
Minimum inter-row distance (between rows of wind turbine generators) (m)	1,410
Maximum diameter of monopiles for wind turbine generators on monopile foundations (m)	12
Maximum diameter of piles for wind turbine generators on multi-legged jackets with piling foundations (m)	3
Maximum diameter of gravity base at the seabed for wind turbine generators on gravity base foundations (m)	65
Maximum diameter of suction buckets for wind turbine generators on multi-legged jackets with suction bucket foundations (m)	20
Maximum diameter of monopiles for offshore substation platform monopile foundations (m)	12

Maximum diameter of piles for offshore substation platforms on multi-legged jackets with piling foundations (m)	3
Maximum diameter of gravity base at the seabed for offshore substation platforms on gravity base foundations (m)	65
Maximum diameter of suction buckets for offshore substation platforms on multi-legged jackets with suction bucket foundations (m)	20
Maximum total seabed footprint of wind turbine generators (including scour protection) (m ²)	248,080
Maximum number of offshore substation platforms	2
Maximum dimensions of offshore substation platforms (excluding towers, helipads, masts, cranes and lightning protection):	
(a) Height when measured from HAT (m)	50
(b) Length (m)	50
(c) Width (m)	50
Maximum height when measured from HAT of offshore substation platforms (including helipads and lightning protection) (m)	70
Maximum total seabed footprint area for offshore substation platform foundations (including scour protection) (m ²)	14,176
Maximum total length of cables (inter-array cables and platform link cables) (km)	80
Maximum number of cable crossings	15
Maximum volume of natural material for disposal (m ³)	1,416,463
Maximum total footprint of scour protection (m ²) (exclusive of foundations for wind turbine generators and offshore substation platforms)	139,490
Maximum total volume of scour protection for wind turbine generators and offshore substation platforms (m ³)	278,980
Maximum footprint of cable protection (m ²) (including cable protection, entries to offshore substation platforms and wind turbine generators and cable crossings)	216,250
Maximum volume of cable protection (m ³) (including cable protection, entries to offshore substation platforms and wind turbine generators and cable crossings)	259,700
Maximum hammer energy (kilojoules or kJ) employed during installation of pin piles	2,500
Maximum hammer energy (kilojoules or kJ) employed during installation of monopile foundations	6,600

(4) The wind turbine generators to be constructed or operated as part of the authorised project must have the same height and rotor diameter, unless otherwise agreed by the Secretary of State.

Aviation safety

3.—(1) The undertaker must exhibit such lights, with such shape, colour and character and at such times as are required by the 2016 Order or determined necessary for aviation safety in consultation with the Defence Infrastructure Organisation Safeguarding and as directed by the Civil Aviation Authority. Lighting installed specifically to meet Ministry of Defence aviation safety requirements must remain operational for the lifetime of the authorised project unless otherwise agreed with the Ministry of Defence.

(2) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, at least 14 days prior to the commencement of the authorised project, of the following—

- (a) the date of the commencement of construction of the authorised project;
- (b) the date any wind turbine generators are anticipated to be brought into use;

- (c) the latitude, longitude and maximum height of any construction equipment with a height of 50m or greater (above mean sea level) to be used;
- (d) the maximum height of any wind turbine generator, meteorological mast and offshore electrical platform to be constructed;
- (e) the latitude and longitude of each wind turbine generator, meteorological mast and offshore electrical platform to be constructed; and

the Defence Infrastructure Organisation Safeguarding must be notified of any changes to the information supplied under this paragraph and of the completion of the construction of the authorised project.

(3) The lights installed in accordance with paragraph (1) shall be operated at the lowest permissible lighting intensity level.

Great Dun Fell, Lowther Hill and St Annes Primary Surveillance Radars

4.—(1) No part of any wind turbine generator (excluding foundations) shall be erected as part of the authorised development until a primary radar mitigation scheme agreed in advance with the operator has been submitted to and approved by the Secretary of State in order to avoid the impact of the authorised development on the primary radars of the operator located at Great Dun Fell, Lowther Hill and St Annes and associated air traffic management operations.

(2) No part of any wind turbine generator (excluding foundations) shall be erected until the approved primary radar mitigation scheme has been implemented and then shall thereafter be operated fully in accordance with such approved scheme.

(3) For the purposes of this requirement—

- (a) “operator” means NATS (En Route) plc, incorporated under the Companies Act 2006 (4129273) whose registered office is 4000 Parkway, Whiteley, Fareham, Hants PO15 7FL or such other organisation licensed from time to time under sections 5 and 6 of the Transport Act 2000^(a) to provide air traffic services to the relevant managed area (within the meaning of section 40 of that Act); and
- (b) “primary radar mitigation scheme” or “scheme” means a detailed scheme agreed with the operator which sets out the measures to be taken to avoid at all times the impact of the authorised development on the Great Dun Fell, Lowther Hill and St Annes primary radars and air traffic management operations of the operator.

Operation of Blackpool Airport

5.—(1) No part of any wind turbine generator or offshore substation platform (excluding foundations) shall be erected as part of the authorised development until the Secretary of State, having consulted with the operator and the CAA, has confirmed that it is satisfied that—

- (a) appropriate mitigation can be implemented and maintained throughout the lifetime of the authorised development; and
- (b) appropriate arrangements have been put in place with the operator to ensure that such appropriate mitigation is implemented prior to construction of any wind turbine generator or offshore substation platform (excluding foundations) and thereafter maintained.

(2) For the purposes of this requirement—

- (a) “appropriate mitigation” means appropriate mitigation measures required to prevent or remove any adverse impacts which the authorised development will have on the ability of the operator to provide safe airport operational and air traffic services (including but not limited to any adverse impacts on instrument flight procedures (including minimum sector altitudes), very high frequency radio and direction finding communication systems) for Blackpool Airport;

(a) 2000 c. 38.

- (b) “approved mitigation” means the appropriate mitigation approved by the Secretary of State in consultation with the CAA and the operator in accordance with sub-paragraph (1); and
- (c) “operator” means Blackpool Airport Operations Limited (incorporated in England and Wales with company number 09307995 and whose registered office is Number One Bickerstaffe Square, Talbot Road, Blackpool FY1 3AH), or any successor as holder of a licence under the Commission Regulation (EU) No. 139/2014 (or any successor regulation) from the CAA to operate Blackpool Airport;

(3) The undertaker shall thereafter comply with all obligations contained within the approved mitigation throughout the lifetime of the authorised development for as long as any above waterline structures forming part of the authorised development remain in situ.

Operation of Walney Aerodrome

6.—(1) No part of any wind turbine generator or any offshore substation platform shall be erected as part of the authorised development until—

- (a) an ATS mitigation scheme has been submitted to and approved by the Secretary of State, in consultation with the CAA and the operator; and
- (b) the Secretary of State, following consultation with the CAA and the operator, has confirmed that it is satisfied that the approved ATS mitigation scheme has been implemented by the undertaker in accordance with sub-paragraph (4)(a).

(2) For the purposes of this requirement—

- (a) “approved ATS mitigation scheme” means the ATS mitigation scheme as approved by the Secretary of State in accordance with sub-paragraph (1)(a);
- (b) “ATS mitigation scheme” means a scheme which is designed to prevent or remove any adverse impacts arising from the authorised development on the operation of Walney Aerodrome, including but not limited to—
 - (i) the Aerodrome’s ability to provide and deliver, on an uninterrupted basis—
 - (aa) national sovereign defence capabilities;
 - (bb) safe airport operational and air traffic services that are fit for purpose for both civil and military aircraft operations; and
 - (cc) any other operational requirements which are identified by the operator; and
 - (ii) the Aerodrome’s IFP, MSA and VHF communication systems; and
- (c) “operator” means BAE Systems Marine Limited (incorporated in England and Wales with company number 00229770, whose registered office is at Victory Point, Lyon Way, Frimley, Camberley, Surrey GU16 7EX) or such other organisation as is licensed from time to time under sections 5 and 6 of the Transport Act 2000^(a) to provide air traffic services at Walney Aerodrome or any organisation employed by BAE Systems Marine Limited to provide an air traffic service at Walney Aerodrome.

(3) The approved ATS mitigation scheme must remain in place and be complied with for the lifetime of the authorised development (including the period during which the authorised development is being decommissioned in accordance with the decommissioning programme approved pursuant to requirement 10).

(4) The undertaker shall at its sole cost—

- (a) implement the approved ATS mitigation scheme prior to the erection of any part of any wind turbine generator or any offshore substation platform forming part of the authorised development;
- (b) thereafter maintain, repair and replace, including without limitation resolving any failure (howsoever caused) of, the approved ATS mitigation scheme throughout the lifetime of

(a) 2000 c. 38.

the authorised development (including the period during which the authorised development is being decommissioned in accordance with the decommissioning programme approved pursuant to requirement 10); and

- (c) in the event of any amendment being made to the authorised development which gives rise to adverse impacts on the operation of Walney Aerodrome which are new or different to those identified by the environmental statement, work with the CAA and the operator in good faith to implement and thereafter maintain any additional mitigation measures required to prevent or remove such adverse impacts throughout the lifetime of the authorised development (including the period during which the authorised development is being decommissioned in accordance with the decommissioning programme approved pursuant to requirement 10).

Operation of Warton Aerodrome

7.—(1) No part of any wind turbine generator or any offshore substation platform shall be erected as part of the authorised development until—

- (a) an ATS mitigation scheme has been submitted to and approved by the Secretary of State, in consultation with the CAA and the operator; and
- (b) the Secretary of State, following consultation with the CAA and the operator, has confirmed that it is satisfied that the approved ATS mitigation scheme has been implemented by the undertaker in accordance with sub-paragraph (4)(a).

(2) For the purposes of this requirement—

- (a) “approved ATS mitigation scheme” means the ATS mitigation scheme as approved by the Secretary of State in accordance with sub-paragraph (1)(a);
- (b) “ATS mitigation scheme” means a scheme which is designed to prevent or remove any adverse impacts arising from the authorised development on the operation of Warton Aerodrome, including but not limited to—
 - (i) the Aerodrome’s ability to provide and deliver, on an uninterrupted basis—
 - (aa) national sovereign defence capabilities;
 - (bb) safe airport operational and air traffic services that are fit for purpose for both civil and military aircraft operations; and
 - (cc) any other operational requirements which are identified by the operator; and
 - (ii) the Aerodrome’s IFP, MSA, DF, UHF and VHF communication systems; and
- (c) “operator” means BAE Systems (Operations) Limited (incorporated in England and Wales with company number 01996687, whose registered office is at Victory Point, Lyon Way, Frimley, Camberley, Surrey GU16 7EX) or such other organisation as is licensed from time to time under sections 5 and 6 of the Transport Act 2000^(a) to provide air traffic services at Warton Aerodrome or any organisation employed by BAE Systems (Operations) Limited to provide an air traffic service at Warton Aerodrome.

(3) The approved ATS mitigation scheme must remain in place and be complied with for the lifetime of the authorised development (including the period during which the authorised development is being decommissioned in accordance with the decommissioning programme approved pursuant to requirement 10).

(4) The undertaker shall at its sole cost—

- (a) implement the approved ATS mitigation scheme prior to the erection of any part of any wind turbine generator or any offshore substation platform forming part of the authorised development;
- (b) thereafter maintain, repair and replace, including without limitation resolving any failure (howsoever caused) of, the approved ATS mitigation scheme throughout the lifetime of

(a) 2000 c. 38.

the authorised development (including the period during which the authorised development is being decommissioned in accordance with the decommissioning programme approved pursuant to requirement 10); and

- (c) in the event of any amendment being made to the authorised development which gives rise to adverse impacts on the operation of Warton Aerodrome which are new or different to those identified by the environmental statement, work with the CAA and the operator in good faith to implement and thereafter maintain any additional mitigation measures required to prevent or remove such adverse impacts throughout the lifetime of the authorised development (including the period during which the authorised development is being decommissioned in accordance with the decommissioning programme approved pursuant to requirement 10).

Warton Aerodrome Primary Surveillance Radar

8.—(1) No part of any wind turbine generator shall be erected as part of the authorised development until a radar mitigation scheme has been submitted to and approved by the Secretary of State, in consultation with the Ministry of Defence and the operator.

(2) For the purposes of this requirement—

- (a) “approved radar mitigation scheme” means the radar mitigation scheme as approved by the Secretary of State in accordance with sub-paragraph (1);
- (b) “Ministry of Defence” means the Ministry of Defence as represented by Defence Infrastructure Organisation – Safeguarding, St George’s House, DIO Head Office, DMS Whittington, Lichfield, Staffordshire, WS14 9PY or any successor body;
- (c) “operator” means BAE Systems (Operations) Limited (incorporated in England and Wales with company number 01996687, whose registered office is at Victory Point, Lyon Way, Frimley, Camberley, Surrey GU16 7EX) or such other organisation as is licensed from time to time under sections 5 and 6 of the Transport Act 2000^(a) to provide air traffic services at Warton Aerodrome or any organisation employed by BAE Systems (Operations) Limited to provide an air traffic service at Warton Aerodrome;
- (d) “PSR” means the primary surveillance radar at Warton Aerodrome or any upgrade thereto or replacement thereof;
- (e) “PSR air traffic control operations” means the air traffic control operations, including both civil and military aircraft operations, of the Ministry of Defence or the operator (or both) which are reliant upon the PSR; and
- (f) “radar mitigation scheme” means a scheme designed to prevent or remove any adverse impacts arising from the authorised development upon the operation of the PSR or the PSR air traffic control operations.

(3) No wind turbine generator erected as part of the authorised development shall be permitted to rotate its rotor blades about its horizontal axis other than for the purpose of testing the proposed mitigation solution identified in the approved radar mitigation scheme until the Secretary of State, following consultation with the Ministry of Defence and the operator, has confirmed that it is satisfied that—

- (a) the proposed mitigation solution has been subject to technical and operational assessment and, in particular, has undergone ‘in-situ’ testing in line with the requirements of (and for the time period(s) specified in) the approved radar mitigation scheme;
- (b) the performance criteria required to be met by the proposed mitigation solution, as specified in the approved radar mitigation scheme, have been met; and
- (c) the approved radar mitigation scheme has been implemented by the undertaker in accordance with sub-paragraph (5)(a).

(a) 2000 c. 38.

(4) The approved radar mitigation scheme must remain in place and be complied with for so long as any of the wind turbine generators erected as part of the authorised development are operational and provided that the PSR remains an operational requirement of the Ministry of Defence or the operator (or both).

(5) The undertaker shall at its sole cost—

- (a) implement the approved radar mitigation scheme prior to any wind turbine generator erected as part of the authorised development being permitted to rotate its rotor blades about its horizontal axis;
- (b) thereafter maintain, repair and replace, including without limitation resolving any failure (howsoever caused) of, the approved radar mitigation scheme for so long as any of the wind turbine generators erected as part of the authorised development are operational and provided that the PSR remains an operational requirement of the Ministry of Defence or the operator (or both); and
- (c) in the event of any amendment being made to the authorised development which gives rise to new or different adverse impacts to those identified in the environmental statement on the operation of the PSR or the PSR air traffic control operations (or both), work with the Ministry of Defence and the operator in good faith to implement and thereafter maintain any additional mitigation measures required to prevent or remove such adverse impacts for so long as any of the wind turbine generators erected as part of the authorised development are operational and provided that the PSR remains an operational requirement of the Ministry of Defence or the operator (or both).

Air traffic services at Isle of Man Airport

9.—(1) No part of any wind turbine generator (excluding foundations) shall be erected as part of the authorised development until the Secretary of State, having consulted with the operator and the Isle of Man Civil Aviation Administration, confirms that either—

- (a) no mitigation is required in respect of the authorised development; or
- (b) should mitigation be required in respect of the authorised development—
 - (i) an appropriate mitigation scheme can be implemented and maintained for the lifetime of the authorised development; and
 - (ii) a mitigation agreement has been offered to the operator to ensure that the appropriate mitigation can be implemented.

(2) For the purposes of this requirement—

- (a) “appropriate mitigation scheme” means a scheme submitted to the operator which sets out measures taken to prevent or remove any adverse impacts of the authorised development on the Isle of Man Primary Surveillance Radar and air traffic management operations and the operator’s ability to provide safe and efficient air traffic services for Isle of Man Airport during the life of the authorised development;
- (b) “approved mitigation” means an appropriate mitigation scheme approved in accordance with sub-paragraph (1)(b); and
- (c) “operator” means Isle of Man Airport or such other organisation as is licensed from time to time to provide air traffic services for Isle of Man Airport.

(3) The undertaker shall thereafter comply with all obligations contained within the approved mitigation for the lifetime of the authorised development.

Decommissioning

10. No part of the authorised development may commence until a written decommissioning programme in compliance with any notice served upon the undertaker by the Secretary of State pursuant to section 105(2) (requirement to prepare decommissioning programmes) of the 2004 Act has been submitted to the Secretary of State for approval.

Port Access and Transport Plan

11.—(1) Where a port in England or Wales is to be used for the transport over land of wind turbine generators, offshore substation platforms or foundations (including scour protection) in connection with the construction, operation or maintenance of the authorised development, no part of the authorised development may commence until a port access and transport plan (which accords with the outline port access and transport plan) for the onshore port-related traffic to and from the port or ports and relating to that part of the authorised development has been submitted to and approved by the relevant highway authority in consultation with the relevant planning authority.

(2) Sub-paragraph (1) does not apply if the relevant highway authority confirms, after consultation with the relevant planning authority, that no port access and transport plan is required for that part of the authorised development.

(3) The port access and transport plan must be implemented as approved at all times specified within the port access and transport plan during the construction of the authorised development.

(4) For the purposes of this requirement, “relevant planning authority” and “relevant highway authority” mean the planning or highway authority or authorities in whose area the relevant port is located.

Skills and Employment Plan

12.—(1) No part of the authorised development may commence until a skills and employment plan has been submitted to and approved by the relevant authorities.

(2) The skills and employment plan must be in accordance with the outline skills and employment plan and must be implemented as approved for the lifetime of the authorised development.

(3) For the purposes of this requirement, the “relevant authorities” means—

- (a) any planning authority in whose area a marshalling port or operation and maintenance base used in connection with the authorised development is located.

SCHEDULE 3

Article 11

Protective provisions

PART 1

For the protection of offshore cables

1. The provisions of this Part have effect unless otherwise agreed between the undertaker and the Company in question.

2.—(1) In this Part—

“cables” means the whole or any part of the Lanis-1 cable or the Hibernia A cable;

“Company” means—

- (a) EXA Infrastructure Express UK Limited (company number 08257476) and having its registered address at 5th Floor, 40 Strand, London, United Kingdom, WC2N 5RW in relation to the Hibernia A cable; and
- (b) Vodafone Group PLC (company number 01833679) and having its registered address at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN in relation to the Lanis-1 cable;

and any references to a Company includes its successors in title in respect of any protected property.

“construction” includes execution, placing and altering; and cognate expressions must be construed accordingly;

“Lanis-1 cable” means the submarine telecommunications cable laid between the United Kingdom and the Isle of Man shown dark yellow and annotated as Lanis 1 on the Spirit and Harbour Protective Provisions Plan;

“Hibernia A cable” means the submarine telecommunications cable laid between the United Kingdom and Canada shown dark yellow and annotated as Hibernia ‘A’ on the Spirit and Harbour Protective Provisions Plan;

“plans” includes sections, drawings, calculations, methods of construction, particulars and specifications;

“protected property” means the cables—

(a) any part of which is situated within the Order limits for the authorised development; and

(b) in respect of which a Company has an interest for the time being;

“protective works” has the meaning given in paragraph 10;

“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; and

“works” means Work No. 1 and Work No. 2.

3. No wind turbine generators or offshore substation platforms shall be erected within 500 metres of the protected property unless otherwise agreed between the Company and the undertaker.

4. Despite anything in this Order or shown on the offshore works plan, the undertaker must not pursuant to the powers conferred by this Order appropriate and remove any protected property otherwise than by agreement with the Company.

5. Despite anything in this Order, except in the case of any part of the protected property that the Company certifies in writing is permanently disused, the undertaker must not exercise the powers conferred by this Order to relocate any protected property until suitable alternative facilities have been provided by the undertaker and are available for use to the reasonable satisfaction of the Company.

6. The undertaker must use reasonable endeavours—

(a) in exercising any of the powers conferred by this Order to avoid or (failing a avoidance) to minimise any damage or disruption to the protected property; and

(b) without limiting sub-paragraph (a), to ensure that the works do not at any time fall into such a condition as to compromise the integrity or operation of the protected property.

7. Not less than four calendar months before commencing construction of the works, the undertaker must furnish to the Company a programme for the works proposed and a general indication of the nature and location of the works and, if within 28 days after receipt by a Company of that programme and general indication the Company gives notice to the undertaker that any part of the authorised development indicated in the programme may in any way affect protected property, paragraphs 8 and 9 apply with respect to that part of those works.

8. On giving any notice to the undertaker under paragraph 7, the Company must furnish existing drawings showing to the best of its knowledge the position and depth of the relevant part of the protected property.

9. Not less than two calendar months before commencing construction of any part of the authorised development that may significantly affect the protected property, the undertaker must furnish to the Company detailed plans and specifications of the relevant part of the authorised development and must have due regard to any representations made by the Company relating to such plans or to the programme for the works and make reasonable changes required to avoid risk

of harm to the protected property by the construction of the relevant part of the authorised development.

10. At any time within one calendar month after the receipt by the Company of the plans referred to in paragraph 9 the Company may by notice to the undertaker specify any reasonable temporary or permanent works or measures (the “protective works”) which in its reasonable opinion should be carried out or taken by the undertaker before the commencement of or during the construction of the works in order to ensure the stability of the protected property (shown on the drawings furnished by the Company under paragraph 8) or to protect them from injury and such protective works must be constructed by the undertaker at its own expense and under the inspection (if any) of the Company.

11. Except in the case of protective works that the Company has informed the undertaker in writing may be carried out during the construction of the works, the undertaker must not commence the construction of any works within 50 metres of, or which may in any way affect, the protected property until the protective works relating to the works have been completed to the reasonable satisfaction of the Company.

12. In the case of protective works of which the Company has informed the undertaker in writing as mentioned in paragraph 11, the undertaker must comply with all reasonable requirements of the Company arising from its inspection under paragraph 10 as promptly as practicable after the undertaker has been notified of such requirements.

13. Except in an emergency (when it must give such notice as may be reasonably practicable), the undertaker must give the Company not less than 28 days’ notice of its intention to carry out any works for the repair or maintenance of the works in so far as such works may affect or interfere with the protected property.

14. The undertaker must pay to the Company the reasonable expenses properly incurred by the Company in or in connection with the removal and relaying or replacing of any part of the protected property, including the provision, laying down or placing of any alternative facilities.

15. The undertaker must pay to the Company the reasonable expenses properly incurred by the Company in or in connection with the preparation of drawings or notices referred to in paragraph 8 or 9 and by the Company in the watching and inspecting of any protective works relating to protected property.

16. This Part does not apply in relation to any protected property laid by or for the use of the Company after this Order comes into force.

17. Nothing in this Part affects any enactment or any regulations made under any enactment or any agreement regulating the relations between the undertaker and the Company in respect of any protected property laid within the Order limits for the authorised development in force on the date on which this Order comes into force.

PART 2

For the protection of Harbour Energy

Application

1. For the protection of the licensee from time to time of the Calder Field, which at the date stated in article 1 (citation and commencement) of this Order is Harbour Energy, the provisions of this Part of this Schedule, unless otherwise agreed between the undertaker and the licensee, shall have effect until completion of all activities required under any statutory decommissioning plan required under the 1998 Act in relation to the Calder Field.

Interpretation

2. In this Part of this Schedule—

“1998 Act” means the Petroleum Act 1998^(a);

“additional costs” means any costs incurred by the licensee in carrying out the licensee’s works, and relating to any of the following—

- (a) impaired helicopter access to the extent such helicopter operations can be reasonably demonstrated to have been necessary for the decommissioning of the Calder Field or the Calder Field Facilities;
- (b) only to the extent not included in the calculation of costs relating to sub-paragraph (a), any use of vessels or alternative arrangements implemented to mitigate the likely extent of such impaired helicopter access, subject to such use of vessels or alternative arrangements being approved in advance by the undertaker; or
- (c) impaired helicopter access to any drilling unit or rig being utilised for the purposes of decommissioning of the Calder Field or the Calder Field Facilities and any associated support vessels and service personnel resulting in such unit, rig, support vessel or service personnel being required for a longer period of time;

but in each case only to the extent that:

- (i) such costs have been incurred by the licensee as a result of the authorised development;
- (ii) such costs have been reasonably and properly incurred by the licensee;
- (iii) the licensee provides reasonably documented evidence of such costs;
- (iv) the licensee and each relevant contractor, sub-contractor or agent have at all times used reasonable endeavours to minimise and mitigate such costs;
- (v) such costs are not consequential loss; and
- (vi) such costs have been incurred on or after cessation of production for the Calder Platform;

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

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

“Calder Field” means the Calder offshore gas field which underlies United Kingdom Continental Shelf block 110/7a;

“Calder Field Facilities” means the facilities and infrastructure pertaining to the Calder Field;

“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 permanently ceases;

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

“consequential loss” means any consequential or indirect loss under English law 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;

(a) 1998 c. 17.

“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;

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

“impaired helicopter access” means delays that occur in the movement of necessary personnel or materials (or both) by helicopter to or from the Calder Field Facilities (or any drilling unit or rig which is supporting the licensee’s works at the Calder Field Facilities);

“interim to enduring aviation buffer change date for Calder” means the earlier of the date of cessation of production at the Calder Platform or 1 January 2029;

“licence” means the United Kingdom Petroleum Production Licence P099;

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

“licensee’s works” means any exploration, appraisal, development, production, maintenance, interventions or decommissioning activity in accordance with and pursuant to the licence or any statutory decommissioning plan required under the 1998 Act in relation to the Calder Field Facilities;

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

“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 licensee’s businesses within or adjacent to—

- (a) the pipeline and cable proximity area;
- (b) the WTG and OSP aviation enduring buffer zone;
- (c) the WTG and OSP marine buffer zone;
- (d) the WTG aviation interim buffer zone; or
- (e) the WTG marine corridor;

as the case may be, 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, or the acquisition of or application for new 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” or “WTG” means Work No. 1(a) from Part 1 of Schedule to the Order but excluding foundations;

“WTG and OSP aviation enduring buffer zone” means a circular area of one point five nautical miles (1.5 nm) measured from the nearest outer extremity edge of the Calder Platform to any tip from any wind turbine generator or to any OSP located within the Order limits and extending vertically from mean sea level, shown edged blue and annotated and shown as the WTG and OSP aviation enduring 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 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 angled at 220 degrees from CPC shown edged in orange and annotated and shown as the WTG aviation corridor on the Spirit and Harbour Protective Provisions Plan;

“WTG aviation interim buffer zone” means a circular area of three point seven six nautical miles (3.76 nm) measured from the nearest outer extremity edge of the Calder Platform to any tip from any wind turbine generator located within the Order limits and extending vertically from mean sea level, shown edged light blue and annotated and shown as the WTG aviation interim buffer zone 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 CPC 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, 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 between the licensee and the undertaker.

(2) In the case of temporary surface infrastructure the licensee may not unreasonably 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 interim buffer zone prior to the interim to enduring aviation buffer change date for Calder unless otherwise agreed between the licensee and the undertaker.

(2) No wind turbine generator or offshore substation platform shall be erected in the WTG and OSP aviation enduring buffer zone at any time unless otherwise agreed between the licensee and the undertaker.

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

6. The restrictions in paragraphs 3, 4 and 5 (in respect of the WTG aviation interim buffer zone, the WTG and OSP aviation enduring buffer zone, the WTG and OSP marine buffer zone, the WTG marine corridor and the WTG aviation corridor) shall cease to have effect if the Secretary of State, having consulted with the licensee, has confirmed in writing that the Calder Field Facilities have been decommissioned.

Coexistence agreement

7. Prior to the commencement of construction of the authorised development, the undertaker and the licensee shall use reasonable endeavours to enter into a coexistence agreement (which shall

include provision for proximity agreements on standard UK oil and gas industry terms and arrangements for coordinating marine access and simultaneous operations).

Provision of information

8. Without prejudice to any other rights or obligations under this Part of this Schedule the licensee and the undertaker shall from time to time keep each other informed of relevant activities such that the licensee and the undertaker may seek to agree solutions to allow those activities to successfully co-exist as far as reasonably practicable until completion of activities required under any statutory decommissioning plan required under the 1998 Act in relation to the Calder Field Facilities.

Cooperation

9. 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 Schedule.

Compensation

10.—(1) The licensee shall, as soon as reasonably practicable after incurring any additional costs, serve the undertaker with an itemised invoice which details the amount payable to the licensee which compensates the licensee for incurring such additional costs.

(2) Subject to sub-paragraph (3), within 28 days of receipt of such an itemised invoice, the undertaker shall pay the licensee's costs detailed in such itemised invoice by electronic transfer in immediately available funds to the licensee, to such account as is designated by the licensee, quoting the invoice number against which payment is made.

(3) Where the amount of any sum contained in any invoice is disputed, the undisputed amount of such invoice shall be paid by the undertaker on or before the due date except in the case of fraud. Where the amount of any sum is disputed, the undertaker shall notify the licensee of the amount in dispute as soon as possible and, in any event, not later than twenty eight (28) days from the date of receipt of the invoice. For a period of thirty (30) days from the date of receipt by the licensee of the notification of any disputed amount, the undertaker and the licensee shall exercise reasonable endeavours to resolve the dispute. If the disputed amount is not resolved within such thirty (30) days of receipt of the notification, the disputed amount may be referred to arbitration for determination pursuant to paragraph 12 below. If the disputed amount is ultimately resolved or determined in favour of the licensee, the undertaker shall pay to the licensee the difference between the original invoice amount already paid and the final agreed or determined amount.

(4) The aggregate cap of the undertaker's gross liability to pay compensation under the terms of this Part of this Schedule in respect of any additional costs which the licensee has incurred is limited to £3,000,000 (three million pounds) for all claims of compensation.

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

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), the duty holder of the Calder Platform and the CCUS licensee, 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 said licences shall remain in full force and effect, unless otherwise agreed between the undertaker and the licensee.

Interpretation

2. In this Part of this Schedule—

“1998 Act” means the Petroleum Act 1998(a);

“additional costs” means any costs incurred by the licensee in carrying out the licensee’s works, and relating to any of the following—

- (a) impaired helicopter access to the extent such helicopter operations can be reasonably demonstrated to have been necessary for the licensee’s works;
- (b) only to the extent not included in the calculation of costs relating to sub-paragraph (a), any use of vessels or alternative arrangements implemented to mitigate the likely extent of such impaired helicopter access, subject to such use of vessels or alternative arrangements being approved in advance by the undertaker; or
- (c) impaired helicopter access to any drilling unit or rig being utilised for the purposes of the licensee’s works and any associated support vessels and service personnel resulting in such unit, rig, support vessel or service personnel being required for a longer period of time;

but in each case only to the extent that:

- (i) such costs have been incurred by the licensee as a result of the authorised development;
- (ii) such costs have been reasonably and properly incurred by the licensee;
- (iii) the licensee provides reasonably documented evidence of such costs;
- (iv) the licensee and each relevant contractor, sub-contractor or agent have at all times used reasonable endeavours to minimise and mitigate such costs; and
- (v) such costs are not consequential loss;

“authorised development” has the same meaning as in Schedule 1 of this Order and shall include any part of the said 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 Field” means the Calder offshore gas field which underlies United Kingdom Continental Shelf block 110/7a;

“Calder Field Facilities” means the facilities and infrastructure pertaining to the Calder Field;

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

(a) 1998 c. 17.

“CCUS licensee” means the holder from time to time of the Carbon Capture Appraisal and Storage licence CS010 (or any other licence which supersedes, replaces or follows on from such licence), which at the date stated in article 1 (citation and commencement) of this Order is Spirit Energy Production UK Limited;

“cessation of production” or “COP” means the date on which hydrocarbon production permanently ceases;

“coexistence agreement” means an agreement entered on reasonable terms between the undertaker and the licensee in respect of the authorised development and the licensee’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;

“CPC” means the hydrocarbon production and processing facilities complex known generally as such or the Central Processing Complex located in the South Morecambe Field;

“DP3 wells” means the wells located at the site of the decommissioned drilling production platform 3 located at CPC the coordinates of which are 53° 49’ 0.6155” N and 003° 33’ 36.1013” W;

“Harbour Energy” means Chrysaor Resources (Irish Sea) Limited, a subsidiary of Harbour Energy PLC as holder from time to time of the Harbour Energy licence;

“Harbour Energy licence” means United Kingdom Petroleum Production Licence P099 (as the same may be assigned, amended or replaced from time to time);

“impaired helicopter access” means delays that occur in the movement of necessary personnel or materials (or both) by helicopter to or from the Calder Field Facilities or the South Morecambe Field Facilities (or any drilling unit or rig which is supporting the licensee’s works at the Calder Field Facilities or the South Morecambe Field Facilities);

“interim to enduring aviation buffer change date for Calder” means the earlier of the date of cessation of production at the Calder Platform or 1 January 2029;

“interim to enduring aviation buffer change date for CPC” means the earlier of the date of cessation of production at CPC or 1 January 2029;

“licence” means 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);

“licensee” means—

- (a) the holders 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; and

- (b) the duty holder of the Calder Platform, which at the date stated in article 1 (citation and commencement) of this Order is Spirit Energy Production UK Limited;

“licensee’s works” means—

- (a) exploration, appraisal, development, production, maintenance, interventions or decommissioning activity in accordance with and pursuant to the licence or any statutory decommissioning plan required under the 1998 Act in relation to the South Morecambe Field; and
- (b) the operations and services provided by the licensee for such time as they act as the duty holder to Harbour Energy in accordance with and pursuant to an operating agreement between the licensee and Harbour Energy;

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

“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 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;

“relevant activities” means all development activity relating to the carrying on of the undertaker’s and licensee’s businesses within or adjacent to—

- (a) the pipeline and cable proximity area;
- (b) the well buffer zone
- (c) the WTG and OSP aviation enduring buffer zone;
- (d) the WTG and OSP marine buffer zone;
- (e) the WTG aviation interim buffer zone; or
- (f) the WTG marine corridor;

as the case may be, 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, or the acquisition of or application for new oil or gas blocks;

“South Morecambe Field” means the South Morecambe offshore gas field which underlies United Kingdom Continental Shelf blocks 110/2a (including the South Morecambe portion of the block which is served by CPC, and excluding the North Morecambe portion of the block which is not served by CPC), 110/3a and 110/8a;

“South Morecambe Field Facilities” means the facilities and infrastructure pertaining to the South Morecambe Field;

“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 situated within the Order limits and listed in Table 3—

Table 3

<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°49'40.9985"N	3°33'22.7997"W
110/8a-C5 (Relief)	462650	5964650	53°49'40.4140"N	3°34'2.7666"W

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

“WTG and OSP aviation enduring buffer zone” means two circular areas each of one point five nautical miles (1.5 nm) measured from the nearest outer extremity edge of each of CPC and the Calder Platform to any tip from any wind turbine generator or to any OSP located within the Order limits and extending vertically from mean sea level, shown edged blue and annotated and shown as the WTG and OSP aviation enduring buffer zone 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) measured from the outer extremity edge of CPC 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 angled at 220 degrees from CPC shown edged in orange and annotated and shown as the WTG aviation corridor on the Spirit and Harbour Protective Provisions Plan;

“WTG aviation interim buffer zone” means two circular areas each of three point seven six nautical miles (3.76 nm) measured from the nearest outer extremity edge of each of CPC and the Calder Platform to any tip from any wind turbine generator located within the Order limits and extending vertically from mean sea level, shown edged light blue and annotated and shown as the WTG aviation interim buffer zone 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 CPC 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, 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 between the licensee and the undertaker.

(2) In the case of temporary surface infrastructure the licensee may not unreasonably 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—

- (a) in the WTG aviation interim buffer zone around CPC prior to the interim to enduring aviation buffer change date for CPC; or
- (b) in the WTG aviation interim buffer zone around the Calder Platform prior to the interim to enduring aviation buffer change date for Calder,

unless otherwise agreed between the licensee and the undertaker.

(2) No wind turbine generator or offshore substation platform shall be erected in the WTG and OSP aviation enduring buffer zone at any time unless otherwise agreed between the licensee and the undertaker.

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

6. No wind turbine generator or offshore substation platform shall be erected in the well buffer zone unless otherwise agreed between the licensee or CCUS licensee and the undertaker.

7.—(1) The restrictions in paragraphs 3, 4 and 5 (in respect of the WTG aviation interim buffer zone, the WTG and OSP aviation enduring buffer zone, the WTG and OSP marine buffer zone, the WTG marine corridor and the WTG aviation corridor) shall cease to have effect—

- (a) with regard to CPC, if the Secretary of State, having consulted with the licensee, has confirmed in writing that CPC has been decommissioned; and
- (b) with regard to the Calder Platform, if the Secretary of State, having consulted with Harbour Energy, has confirmed in writing that the Calder Platform has been decommissioned.

Coexistence agreement

8. Prior to the commencement of construction of the authorised development, the undertaker and the licensee shall use reasonable endeavours to enter into a coexistence agreement (which shall include provision for proximity agreements on standard UK oil and gas industry terms and arrangements for coordinating marine access and simultaneous operations).

Provision of information

9. Without prejudice to any other rights or obligations under this Part of this Schedule the licensee and the undertaker shall from time to time keep each other informed of relevant activities such that the licensee and the undertaker may seek to agree solutions to allow those activities to successfully co-exist as far as reasonably practicable until completion of activities required under any statutory decommissioning plan required under the 1998 Act in relation to the licences.

Cooperation

10. 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 Schedule.

Compensation

11.—(1) The licensee shall, as soon as reasonably practicable after incurring any additional costs, serve the undertaker with an itemised invoice which details the amount payable to the licensee which compensates the licensee for incurring such additional costs.

(2) Subject to sub-paragraph (3), within 28 days of receipt of such an itemised invoice, the undertaker shall pay the licensee's costs detailed in such itemised invoice by electronic transfer in immediately available funds to the licensee, to such account as is designated by the licensee, quoting the invoice number against which payment is made.

(3) Where the amount of any sum contained in any invoice is disputed, the undisputed amount of such invoice shall be paid by the undertaker on or before the due date except in the case of fraud. Where the amount of any sum is disputed, the undertaker shall notify the licensee of the amount in dispute as soon as possible and, in any event, not later than twenty eight (28) days from the date of receipt of the invoice. For a period of thirty (30) days from the date of receipt by the licensee of the notification of any disputed amount, the undertaker and the licensee shall exercise reasonable endeavours to resolve the dispute. If the disputed amount is not resolved within such thirty (30) days of receipt of the notification, the disputed amount may be referred to arbitration

for determination pursuant to paragraph 13 below. If the disputed amount is ultimately resolved or determined in favour of the licensee, the undertaker shall pay to the licensee the difference between the original invoice amount already paid and the final agreed or determined amount.

(4) The aggregate cap of the undertaker's gross liability to pay compensation under the terms of this Part of this Schedule in respect of any additional costs which the licensee has incurred is limited to £10,000,000 (ten million pounds) for all claims of compensation.

12. 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

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

PART 4

For the protection of Stena Line Limited

Application

1. For the protection Stena Line the following provisions, unless otherwise agreed at any time between the undertaker and Stena Line, have effect.

Interpretation

2. In this Part of this Schedule—

“authorised development” has the same meaning as in Schedule 1 of this Order;

“commence” has the same meaning as in article 2 of this Order and commencement is construed to have the same meaning;

“licensing authority” has the same meaning as in condition 1 of Schedule 6;

“Liverpool to Belfast route” means the base case passage plan which proceeds to the east of the Isle of Man and east of the Calder CA1 platform taken by Stena Line vessels transiting from the Port of Liverpool to the Port of Belfast;

“specified works” means any construction or decommissioning of the authorised development which is reasonably likely to be situated on, over, under or within 1.5 nautical miles measured in any direction of the Liverpool to Belfast route operated by Stena Line;

“Stena Line” means Stena Line Limited, a limited company registered in England & Wales under Company No. 01402237 and having its registered office at First Floor, 6 Arlington Street, London, England, SW1A 1RE; and

“vessel traffic management plan” means the vessel traffic management plan that is submitted in accordance with the outline vessel traffic management plan as required by condition 9(j) of Schedule 6 of this Order.

Consultation and notification

3. The undertaker must notify Stena Line of the intended start date and the likely duration of the carrying out of any specified work at least 28 days prior to the commencement of any specified work and have regard to any response received from Stena Line.

4. The undertaker must notify Stena Line at least 28 days prior to the commencement of any specified works that involve the installation of subsea cable circuits and subsea cable ducts, such written notice to include full details of the location of any subsea cable circuits and subsea cable

ducts and any other apparatus, equipment or infrastructure that is to be inserted in the underwater environment.

Vessel Traffic Management Plan

5. The undertaker must consult Stena Line before submitting the vessel traffic management plan to any licensing authority and the undertaker must have regard to any response received from Stena Line in respect of the Vessel Traffic Management Plan.

Co-operation and reasonableness

6. The undertaker and Stena Line must act reasonably in respect of any given term of this Part of this Schedule and, in particular, (without prejudice to generality) where any consent or expression of satisfaction is required by this Part of this Schedule it must not be unreasonably withheld or delayed.

Miscellaneous

7. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Stena Line in respect of the authorised development provided that the terms of the relevant enactment or agreement are not inconsistent with the provisions of this Order, including this Part of this Schedule. In the case of any inconsistency, the provisions of this Order, including this Part of this Schedule, prevail.

8. Any dispute arising between the undertaker and Stena Line under this Part of this Schedule is to be determined by arbitration in accordance with article 15 (arbitration).

SCHEDULE 4

Article 14

Approval of matters specified in requirements

Interpretation

1. In this Schedule—

“application” means an application for any consent, agreement or approval required by a requirement whether or not the application seeks to discharge a requirement in whole or in part; and

“discharging authority” means any body responsible for giving any consent, agreement or approval required by a requirement included in Part 2 (requirements) of Schedule 2, or for giving any consent, agreement or approval further to any document referred to in any such requirement.

Applications made under requirements

2.—(1) Where an application has been made to the discharging authority for any agreement or approval required pursuant to a requirement included in this Order, the discharging authority must give notice to the undertaker of their decision, including the reasons, on the application, within a period of eight weeks beginning with—

- (a) the day immediately following that on which the application is received by the discharging authority; or
- (b) where further information is requested under paragraph 3 the day immediately following that on which the further information has been supplied by the undertaker, or such longer period as may be agreed by the undertaker and the discharging authority.

(2) Where consent, agreement or approval is refused or granted subject to conditions the discharging authority must provide its reasons for that decision with the notice of the decision.

Further information

3.—(1) Where an application has been made under paragraph 2 the discharging authority has the right to request such reasonable further information from the undertaker as is necessary to enable it to consider the application.

(2) If the discharging authority considers further information is needed, and the requirement does not specify that consultation with a requirement consultee is required, it must, within 10 days of receipt of the application, notify the undertaker specifying the further information required.

(3) If the requirement indicates that consultation must take place with a consultee, the discharging authority must issue the consultation to the requirement consultee within five working days of receipt of the application. Where the consultee requires further information, they must notify the discharging authority specifying the further information required within 10 days of receipt of the consultation. The discharging authority must notify the undertaker specifying any further information requested by the requirement consultee within five working days of receipt of such a request.

(4) In the event that the discharging authority does not give such notification as specified in sub-paragraphs (2) or (3), it is deemed to have sufficient information to consider the application and is not thereafter entitled to request further information without the prior agreement of the undertaker.

Provision of information by consultees

4.—(1) Any consultee who receives a consultation under paragraph 3(3) must respond to that request within 28 days from receipt unless sub-paragraph (2) of this paragraph applies.

(2) Where any consultee requests further information in accordance with the timescales set out in paragraph 3(3) then they must respond to the consultation within ten working days from the receipt of the further information requested.

Appeal

5.—(1) The undertaker may appeal in the event that—

- (a) the discharging authority refuses an application for any consent, agreement or approval required by—
 - (i) a requirement included in this Order; or
 - (ii) a document referred to in any requirement contained in Schedule 2 (requirements);
- (b) the discharging authority does not determine such an application within the time period set out in paragraph 2(1), or grants it subject to conditions;
- (c) on receipt of a request for further information pursuant to paragraph 3 of this Part of this Schedule, the undertaker considers that either the whole or part of the specified information requested by the discharging authority is not necessary for consideration of the application; or
- (d) on receipt of any further information requested, the discharging authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is not necessary for consideration of the application.

(2) The appeal process is to be as follows—

- (a) any appeal by the undertaker must be made within 42 days of the date of the notice of the decision or determination, or (where no determination has been made) the expiry of the time period set out in paragraph 2(1), giving rise to the appeal referred to in sub-paragraph (1);
- (b) the undertaker must submit the appeal documentation to the Secretary of State and must on the same day provide copies of the appeal documentation to the discharging authority and any consultee required to be consulted pursuant to the requirement which is the subject of the appeal (together with the undertaker, these are the “appeal parties”);

- (c) as soon as is practicable after receiving the appeal documentation, the Secretary of State must appoint a person (“the appointed person”) to determine the appeal and must notify the appeal parties of the identity of the appointed person and the address to which all correspondence for their attention should be sent, the date of such notification being the “start date” for the purposes of this sub-paragraph (2);
- (d) the discharging authority and any consultee required to be consulted pursuant to the requirement which is the subject of the appeal must submit written representations to the appointed person in respect of the appeal within ten working days of the start date and must ensure that copies of their written representations are sent to each other and to the undertaker on the day on which they are submitted to the appointed person;
- (e) the appeal parties must make any counter-submissions to the appointed person within ten working days of receipt of written representations pursuant to sub-paragraph (2)(d); and
- (f) the appointed person must make their decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable following the deadline for the receipt of counter-submissions pursuant to sub-paragraph (2)(e).

(3) The appointment of the person pursuant to sub-paragraph (2)(c) may be undertaken by a person appointed by the Secretary of State for this purpose instead of by the Secretary of State.

(4) In the event that the appointed person considers that further information is necessary to consider the appeal, the appointed person must as soon as practicable notify the appeal parties in writing specifying the further information required and the date by which the information is to be submitted and the appointed person must make any notification and set the date for the receipt of such further information having regard to the timescales in sub-paragraph (2).

(5) Any further information required under sub-paragraph (4) must be provided by the appeal party from whom the further information was requested to the appointed person and other appeal parties, the discharging authority and any consultee required to be consulted pursuant to the requirement that is the subject of the appeal on the date specified by the appointed person (the “specified date”), and the appointed person must notify the appeal parties of the revised timetable for the appeal on or before that date. The revised timetable for the appeal must require submission of written representations to the appointed person within ten working days of the specified date but otherwise is to be in accordance with the process and time limits set out in sub-paragraphs (2)(c) to (2)(e).

(6) On an appeal under this sub-paragraph, the appointed person may—

- (a) allow or dismiss the appeal; or
- (b) reverse or vary any part of the decision of the discharging authority (whether the appeal relates to that part of it or not).

(7) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the relevant time limits and in the sole discretion of the appointed person such written representations as have been sent outside of the relevant time limits.

(8) The appointed person may proceed to a decision even though no written representations have been made within the relevant time limits, if it appears to the appointed person that there is sufficient material to enable a decision to be made on the merits of the case.

(9) The decision of the appointed person on an appeal is to be final and binding on the parties, and a court may entertain proceedings for questioning the decision only if the proceedings are brought by a claim for judicial review.

(10) If an approval is given by the appointed person pursuant to this paragraph, it is to be deemed to be an approval for the purpose of Schedule 2 as if it had been given by the discharging authority. The discharging authority may confirm any determination given by the appointed person in identical form in writing but a failure to give such confirmation (or a failure to give it in identical form) is not to be taken to affect or invalidate the effect of the appointed person’s determination.

(11) Save where a direction is given pursuant to sub-paragraph (12) requiring the costs of the appointed person to be paid by the discharging authority, the reasonable costs of the appointed person must be met by the undertaker.

(12) The appointed person may, following application by the discharging authority or the undertaker, or in the absence of such application, give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and the terms on which it is to be made, the appointed person must have regard to the Planning Practice Guidance: Appeals (March 2014) or any circular or guidance which may from time to time replace it.

SCHEDULE 5

Arbitration rules

Article 15

Primary objective

1.—(1) The primary objective of these arbitration rules is to achieve a fair, impartial, final and binding award on the substantive difference between the parties (save as to costs) within four months from the date the arbitrator is appointed pursuant to article 15 (arbitration) of the Order.

(2) The parties will first use their reasonable endeavours to settle a dispute amicably through negotiations undertaken in good faith by the senior management of the parties. Any dispute which is not resolved amicably by the senior management of the parties within twenty working days of the dispute arising, or such longer period as agreed in writing by the parties, will be subject to arbitration in accordance with the terms of this Schedule.

(3) The arbitration will be deemed to have commenced when a party (“the claimant”) serves a written notice of arbitration on the other party (“the respondent”).

Time periods

2.—(1) All time periods in these arbitration rules will be measured in working days.

(2) Time periods will be calculated from the day after the arbitrator is appointed which will be either—

- (a) the date the arbitrator notifies the parties in writing of his/her acceptance of an appointment by agreement of the parties; or
- (b) the date the arbitrator is appointed by the Secretary of State.

Timetable

3.—(1) The timetable for the arbitration will be that set out in sub-paragraphs (2) to (4) below unless amended in accordance with paragraph 5(3).

(2) Within 15 days of the arbitrator being appointed, the claimant must provide both the respondent and the arbitrator with—

- (a) a written statement of claim which describes the nature of the difference between the parties, the legal and factual issues, the claimant’s contentions as to those issues, and the remedy it is seeking; and
- (b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports.

(3) Within 15 days of receipt of the claimant’s statements under sub-paragraph (2) by the arbitrator and respondent, the respondent must provide the claimant and the arbitrator with—

- (a) a written statement of defence responding to the claimant's statement of claim, its statement in respect of the nature of the difference, the legal and factual issues in the claimant's claim,
 - (b) its acceptance of any element(s) of the claimant's claim, its contentions as to those elements of the claimant's claim it does not accept;
 - (c) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports; and
 - (d) any objections it wishes to make to the claimant's statements, comments on the claimant's expert report(s) (if submitted by the claimant) and explanations for the objections.
- (4) Within five days of the respondent serving its statements under sub-paragraph (3), the claimant may make a statement of reply by providing both the respondent and the arbitrator with—
- (a) a written statement responding to the respondent's submissions, including its reply in respect of the nature of the difference, the legal and factual issues and its contentions in relation to the issues;
 - (b) all statements of evidence and copies of documents in response to the respondent's submissions;
 - (c) any expert report in response to the respondent's submissions;
 - (d) any objections to the statements of evidence, expert reports or other documents submitted by the respondent; and
 - (e) its written submissions in response to the legal and factual issues involved.

Procedure

4.—(1) The arbitrator will make an award on the substantive difference based solely on the written material submitted by the parties unless the arbitrator decides that a hearing is necessary to explain or resolve any matters.

(2) Either party may, within two days of delivery of the last submission, request a hearing giving specific reasons why it considers a hearing is required.

(3) Within five days of receiving the last submission, the arbitrator will notify the parties whether a hearing is to be held and the length of that hearing.

(4) Within ten days of the arbitrator advising the parties that he will hold a hearing, the date and venue for the hearing will be fixed by agreement with the parties, save that if there is no agreement the arbitrator must direct a date and venue which he considers is fair and reasonable in all the circumstances. The date for the hearing must not be less than 35 days from the date of the arbitrator's direction confirming the date and venue of the hearing.

(5) A decision will be made by the arbitrator on whether there is any need for expert evidence to be submitted orally at the hearing. If oral expert evidence is required by the arbitrator, then any expert(s) attending the hearing may be asked questions by the arbitrator.

(6) There will be no process of examination and cross-examination of experts, but the arbitrator will invite the parties to ask questions of the experts by way of clarification of any answers given by the expert(s) in response to the arbitrator's questions. Prior to the hearing the procedure for the expert(s) will be that—

- (a) at least 20 days before a hearing, the arbitrator will provide a list of issues to be addressed by the expert(s);
- (b) if more than one expert is called, they will jointly confer and produce a joint report or reports within ten days of the issues being provided; and
- (c) the form and content of a joint report will be as directed by the arbitrator and must be provided at least five days before the hearing.

(7) Within ten days of a hearing or a decision by the arbitrator that no hearing is to be held the parties may by way of exchange provide the arbitrator with a final submission in connection with the matters in dispute and any submissions on costs. The arbitrator will take these submissions into account in the award.

(8) The arbitrator may make other directions or rulings as considered appropriate in order to ensure that the parties comply with the timetable and procedures to achieve an award on the substantive difference within four months of the date on which they are appointed, unless both parties otherwise agree to an extension to the date for the award.

(9) If a party fails to comply with the timetable, procedure or any other direction then the arbitrator may continue in the absence of a party or submission or document and may make a decision on the information before them attaching the appropriate weight to any evidence submitted beyond any timetable or in breach of any procedure or direction.

(10) The arbitrator's award must include reasons. The parties will accept that the extent to which reasons are given is to be proportionate to the issues in dispute and the time available to the arbitrator to deliver the award.

Arbitrator's powers

5.—(1) The arbitrator has all the powers of the Arbitration Act 1996(a), including the non-mandatory sections, save where modified by these rules.

(2) There will be no discovery or disclosure, except that the arbitrator has the power to order the parties to produce such documents as are reasonably requested by another party no later than the statement of reply, or by the arbitrator, where the documents are manifestly relevant, specifically identified and the burden of production is not excessive. Any application and orders should be made by way of a Redfern Schedule without any hearing.

(3) Any time limits fixed in accordance with this procedure or by the arbitrator may be varied by agreement between the parties, subject to any such variation being acceptable to and approved by the arbitrator. In the absence of agreement, the arbitrator may vary the timescales or procedure (or both)—

- (a) if the arbitrator is satisfied that a variation of any fixed time limit is reasonably necessary to avoid a breach of the rules of natural justice and then;
- (b) only for such period that is necessary to achieve fairness between the parties.

(4) On the date the award is made, the arbitrator will notify the parties that the award is completed, signed and dated, and that it will be issued to the parties on receipt of cleared funds for the arbitrator's fees and expenses

Costs

6.—(1) The costs of the arbitration will include the fees and expenses of the arbitrator, the reasonable fees and expenses of any experts and the reasonable legal and other costs incurred by the parties for the arbitration.

(2) Subject to sub-paragraph (3), the arbitrator will award recoverable costs on the general principle that each party should bear its own costs.

(3) The arbitrator may depart from the general principle in sub-paragraph (2) and make such other costs award as it considers reasonable where a party has behaved unreasonably as defined within the National Planning Practice Guidance or such other guidance as may replace it.

(a) 1996 c. 23.

Confidentiality

7.—(1) Subject to sub-paragraphs (2) and (3), any arbitration hearing and documentation will be confidential and will only be publicly disclosed where required by law or with the agreement of both parties.

(2) The arbitrator may direct that the whole or part of a hearing is to be private or any documentation to be confidential where it is necessary in order to protect commercially sensitive information.

(3) Nothing in this paragraph prevents any disclosure of a document by a party pursuant to an order of a court in England and Wales or where disclosure is required under any enactment

SCHEDULE 6

Article 5

Deemed Marine Licence under the 2009 Act: Morecambe Offshore Windfarm Generation Assets

PART 1

Licensed marine activities

Interpretation

1.—(1) In this marine licence—

“2004 Act” means the Energy Act 2004(a);

“2008 Act” means the Planning Act 2008(b);

“2009 Act” means the Marine and Coastal Access Act 2009(c);

“address” includes any number or address used for the purposes of electronic transmission;

“ancillary works” means the ancillary works described in Part 2 of Schedule 1 (ancillary works) and any other works authorised by this Order that are not development within the meaning of section 32 of the 2008 Act;

“authorised deposits” means the substances and articles specified in paragraph 4 of Part 1 of this licence;

“authorised development” means the development and associated development described in Part 1 of Schedule 1 (authorised development) and any other development authorised by this Order that is development within the meaning of section 32 of the 2008 Act;

“authorised project” means the authorised development and the ancillary works authorised by this Order;

“bank holiday” means a bank holiday in England and Wales under section 1 of the Banking and Financial Dealings Act 1971(d);

“buoy” means any floating device used for navigational purposes or measurement purposes, including wave buoys, LiDAR and guard buoys and mooring buoys;

“cable” means any cable up to 275kV for the transmission of electricity and includes direct lay cables, cables laid in cable ducts or protective covers, and further includes fibre optic and other communications cables either within the cable or laid alongside;

(a) 2004 c. 20. Section 105 was amended by section 69 of the Energy Act 2008 (c. 32).

(b) 2008 c. 29.

(c) 2009 c. 23.

(d) 1971 c. 80.

“cable crossings” means the crossing of existing sub-sea cables, pipelines or other existing infrastructure by the cables authorised by this Order together with cable protection;

“cable protection” means measures to protect cables from physical damage and exposure due to loss of seabed sediment including but not limited to rock placement or rock berms, concrete mattresses, the use of bagged solutions filled with grout or other materials and flow energy dissipation devices;

“commence” means the first carrying out of any licensed activities, save for activities consisting of pre-construction surveys, monitoring surveys and unexploded ordnance surveys, and any derivative of “commence” is to be construed accordingly;

“condition” means a condition in Part 2 of this licence;

“decommissioning programme” has the meaning given by section 105(2) of the 2004 Act^(a);

“design statement” means the document certified as the design statement by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“electronic transmission” or “electronically” means a communication transmitted—

(a) by means of an electronic communications network; or

(b) by other means but whilst in electronic form;

“environmental statement” means the document certified as the environmental statement by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“foundation” means any one or more of:

(a) a gravity base foundation;

(b) a multi-legged jacket with piling foundation;

(c) a monopile foundation; or

(d) a multi-legged jacket with suction bucket foundation;

“gravity base foundation” means a structure principally of steel, concrete, or steel and concrete with a base which rests on the seabed either due to its own weight with or without added ballast or additional skirts and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“HAT” means highest astronomical tide;

“HVAC” means high voltage alternating current;

“in principle monitoring plan” means the document certified as the in principle monitoring plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“inter-array cables” means the HVAC cables linking the wind turbine generators to each other and to the offshore substation platforms;

“km” means kilometres and “km²” means square kilometres;

“kV” means kilovolt;

“LAT” means lowest astronomical tide;

“licensed activities” means those activities specified in Part 1 of this licence;

“LiDAR” means a light detection and ranging system used to measure weather and sea conditions;

“m” means metres, “m²” means square metres and “m³” means cubic metres;

(a) 2004 c. 20. Section 105 was amended by section 69 of the Energy Act 2008 (c. 32).

“maintain” includes inspect, maintain, upkeep, repair, adjust and alter the authorised project, and further includes remove, reconstruct and replace any of the ancillary works and any component part of the authorised project (but not including the removal or replacement of foundations) provided that such works do not give rise to any materially new or materially different environmental effects to those identified in the environmental statement; and any derivative of “maintain” is to be construed accordingly;

“Marine Management Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the regulation of this licence or any successor of that function;

“MCA” means the Maritime and Coastguard Agency, the executive agency of the Department for Transport;

“MCMS” means the Marine Case Management System web portal provided and operated by the MMO;

“MGN654” means MGN654 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” (or any equivalent guidance that replaces or supersedes it) and its annexes;

“monopile foundation” means a steel pile either driven or driven and drilled into the seabed and associated equipment including scour protection, equipment including J-tubes, corrosion protection systems and access platforms and equipment;

“multi-legged jacket with piling foundation” means a steel jacket/lattice-type structure constructed of steel, fixed to the seabed with concrete or hollow steel pin piles and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“multi-legged jacket with suction bucket foundation” means a steel jacket/lattice-type structure constructed of steel, fixed to the seabed with a tubular steel structure which partially or fully penetrates the seabed securing the jacket foundations by means of suction generated on the inside of the bucket and associated equipment, including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“offshore order limits and grid coordinates plan” means the document certified as the offshore order limits and grid coordinates plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“offshore substation platform” or “OSP” means a structure above LAT and attached to the seabed by means of one or more foundations, with one or more decks and open with modular equipment or fully clad, containing—

- (a) electrical equipment required to switch, transform or convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation, including high voltage power transformers, high voltage switchgear and busbars, substation auxiliary systems and low voltage distribution, instrumentation, metering equipment and control systems, standby generators, shunt reactors, auxiliary and uninterruptible power supply systems;
- (b) accommodation, storage, workshop auxiliary equipment and facilities for operating, maintaining and controlling the substation or wind turbine generators, including navigation, aviation and safety marking and lighting, systems for vessel access and retrieval, cranes, potable water supply, black water separation, stores, fuels and spares, communications systems and control hub facilities;

“offshore works plan” means the document certified as the offshore works plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order.

“operation” means the undertaking of activities authorised by this Order which are not part of the construction, commissioning or decommissioning of the authorised project;

“Order” means The Morecambe Offshore Windfarm Generation Assets Order 202[●];

“Order limits” means the limits shown on the offshore works plan within which the authorised project may be carried out, whose grid coordinates are set out in Part 1 of Schedule 1

(authorised development) of this Order and shown on the offshore order limits and grid coordinates plan;

“outline construction method statement” means the document certified as the outline construction method statement by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order

“outline fisheries liaison and co-existence plan” means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“outline offshore operation and maintenance plan” means the document certified as the outline offshore operation and maintenance plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“outline offshore written scheme of investigation” plan means the document certified as the outline offshore written scheme of investigation by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“outline project environmental management plan” means the document certified as the outline project environmental management plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“outline scour protection and cable protection plan” means the document certified as the outline scour protection and cable protection plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“outline underwater sound management strategy” means the document certified as the outline underwater sound management strategy by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“outline vessel traffic management plan” means the document certified as the outline vessel traffic management plan by the Secretary of State under article 12 (certification of documents and plans, etc.) of the Order;

“pin piles” means steel or concrete cylindrical piles either driven or driven and drilled into the seabed to secure steel jacket foundations;

“platform link cables” means the HVAC cables linking the offshore substation platforms to each other;

“row” means a row of wind turbine generators perpendicular to the prevailing wind;

“scour protection” means measures to prevent loss of seabed sediment around any structure placed in or on the seabed including but not limited to by the use of bagged solutions filled with grout or other materials, protective aprons, mattresses with or without frond devices, and rock, concrete and gravel placement;

“statutory historic body” means Historic England or its successor in function;

“statutory nature conservation body” means a statutory nature conservation body, being the appropriate nature conservation body as defined in Regulation 5 of the Conservation of Habitats and Species Regulations 2017^(a) or its equivalent in the Conservation of Offshore Marine Habitats and Species Regulations 2017^(b);

“transition piece” means the metal structure attached to the top of the foundation where the base of the wind turbine generator is connected and may include additional equipment such as J-tubes, corrosion protection systems, boat access systems, access platforms, craneage, radar, electrical transmission equipment and associated equipment;

“Trinity House” means the Corporation of Trinity House of Deptford Strond;

“UKHO” means the United Kingdom Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

(a) S.I. 2017/1012.

(b) S.I. 2017/1013.

“undertaker” means Morecambe Offshore Windfarm Ltd (company registration number: SC734062);

“vessel” means every description of vessel, however propelled or moved, and includes a non-displacement craft, a personal watercraft, a seaplane on the surface of the water, a hydrofoil vessel, a hovercraft or any other amphibious vehicle and any other thing constructed or adapted for movement through, in, on, under or over water and which is at the time in, on, under or over water;

“VHF” means very high frequency;

“WGS84” means the World Geodetic System 1984;

“wind turbine generator” or “WTG” means a structure comprising a tower, rotor with three blades connected at the hub, nacelle and ancillary electrical and other equipment which may include J- tube(s), transition piece, access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter hoisting facilities and other associated equipment including communications equipment, fixed to a foundation or transition piece; and

“working day” means a day other than a Saturday or Sunday, a bank holiday or other public holiday in England and Wales.

(2) In this licence a reference to any statute, order, regulation or similar instrument is a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) In this licence, unless otherwise indicated—

- (a) all times are Greenwich Mean Time;
- (b) all coordinates are latitude and longitude degrees and minutes to two decimal places;
- (c) all references to orientations or angles are from true north measured in a clockwise direction; and
- (d) the expression “includes” is to be construed without limitation.

(4) Unless otherwise stated or agreed with the MMO, all submissions, notifications and communications must be sent by the undertaker to the MMO using MCMS. Except where otherwise notified by the relevant organisation, the addresses for correspondence for the purposes of this Schedule are—

- (a) Arnsdale and Silverdale National Landscape Partnership
The Old Station Building
Arnsdale
Carnforth
LA5 0HG
Tel: 01524 761034
- (b) Centre for Environment, Fisheries and Aquaculture Science
Pakefield Road
Lowestoft
Suffolk
NR33 0HT
Tel: 01502 562 244
- (c) Forest of Bowland National Landscape Joint Advisory Committee
Kettledrum
6 Root Hill Estate Yard
Whitewell Road
Dunsop Bridge

- Lancashire
BB7 3AY
Tel: 01200 448000
- (d) Historic England
4th Floor
Cannon Bridge House
25 Dowgate Hill
London
EC4R 2YA
Tel: 0161 242 1416
- (e) Lake District National Park Authority
Wayfaring House
Murley Moss Business Park
Oxenholme Road
Kendal
LA9 7RL
Tel: 01539 724555
- (f) Marine Management Organisation
Marine Licensing Team
Lancaster House
Hampshire Court
Newcastle upon Tyne
NE4 7YH
Email: marine.consent@marinemangement.org.uk
Tel: 0300 123 1032
- (g) Marine Management Organisation (local office)
Lutra House
Dodd Way
Walton Summit
Preston
PR5 8BX
Email: preston@marinemangement.org.uk
Telephone: 0208 0265643
- (h) Maritime and Coastguard Agency
UK Technical Services Navigation
Spring Place
105 Commercial Road
Southampton
SO15 1EG
Email: navigationsafety@mcga.gov.uk
- (i) Natural England
Foss House
Kings Pool

1-2 Peasholme Green

York

YO1 7PX

(j) Trinity House

Tower Hill

London

EC3N 4DH

Tel: 020 7481 6900

(k) United Kingdom Hydrographic Office

Admiralty Way

Taunton

Somerset

TA1 2DN

Tel: [REDACTED]

Email: [REDACTED]

Details of licensed marine activities

2. Subject to the licence conditions at Part 2, this licence authorises the undertaker (and any agent or contractor acting on its behalf) to carry out the following licensable marine activities under section 66(1) (licensable marine activities) of the 2009 Act—

- (a) the deposit at sea of the substances and objects specified in paragraph 4 below;
- (b) the construction of works in or over the sea or on or under the seabed;
- (c) excavation for the purposes of seabed preparation for foundation works or cable works;
- (d) site clearance and preparation works including debris, sandwave clearance, boulder clearance and the removal of out of service cables and static fishing equipment; and
- (e) the disposal of up to 1,416,463 cubic metres of inert material of natural origin within the Order limits produced during construction, operation and maintenance at disposal site references to be provided to the MMO within the Order limits.

3. Such activities are authorised in relation to the construction, operation, maintenance and otherwise carrying on of—

Work No. 1:

- (a) an offshore wind generating station with a gross electrical output capacity of more than 100 MW comprising up to 35 wind turbine generators each fixed to the seabed by a foundation; and
- (b) a network of subsea inter-array cables between the wind turbine generators and between the wind turbine generators and the offshore substation platforms forming part of Work No. 2 including cable crossings and cable protection;

and associated development within the meaning of section 115(2) of the 2008 Act comprising—

Work No. 2:

- (a) one or two offshore substation platforms each fixed to the seabed by a foundation; and
- (b) a network of subsea platform link cables including cable crossings and cable protection;

and in connection with the licensed activities in Work No. 1 and Work No. 2 and to the extent that they do not otherwise form part of any such work, further associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence, including—

- (a) scour protection around the foundations of the offshore structures;
- (b) cable protection measures;
- (c) the removal of material from the seabed and the disposal of inert material of natural origin within the Order limits produced during seabed preparation for and installation of foundations and cables (including sandwave clearance and seabed levelling) and boulder clearance;
- (d) removal of out of service cables and static fishing equipment; and
- (e) disposal of drill arisings in connection with any foundation drilling up to a total of 55,865 cubic metres.

and the following ancillary works which are within the Order limits and which fall within the scope of the work assessed by the environmental statement comprising:

- (a) moorings or other means of accommodating vessels in the construction or maintenance of the authorised project; and
- (b) marking buoys, beacons, fenders and other navigational warning or ship impact protection works.

4. The substances and objects authorised for deposit at sea are—

- (a) iron, steel, copper and aluminium;
- (b) stone and rock;
- (c) concrete and grout;
- (d) sand and gravel;
- (e) plastic and synthetic;
- (f) material extracted from within the Order limits during construction drilling or seabed preparation for foundation works, cable preparation works (including sandwave clearance) and cable installation works; and
- (g) marine coatings, other chemicals and timber.

5. The activities set out in paragraph 3 are to be located within the area delineated by the coordinates shown on the offshore order limits and grid coordinates plan and listed in Table 4 below—

Table 4

<i>Point</i>	<i>Latitude</i>	<i>Longitude</i>
1	53° 50' 11.03673656" N	003° 36' 31.65915051" W
2	53° 49' 41.72634557" N	003° 34' 15.69323747" W
3	53° 49' 45.14948499" N	003° 29' 48.00160838" W
4	53° 45' 16.81576507" N	003° 29' 38.45882862" W
5	53° 45' 00.78002400" N	003° 36' 04.79995593" W
6	53° 46' 45.95836718" N	003° 40' 53.89383116" W

6. This licence remains in force until the authorised project has been decommissioned in accordance with a decommissioning programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108, and the completion of such programme has been confirmed by the Secretary of State.

7. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence apply only to a transfer not falling within article 7 (benefit of order) of the Order.

8. Should the undertaker become aware that any of the information on which the granting of this licence was based was materially false or misleading, the undertaker must notify the MMO of this fact as soon as is reasonably practicable. The undertaker must explain in writing what

information was materially false or misleading and must provide to the MMO the correct information.

PART 2

Conditions

Design parameters

1. The authorised project must be constructed in accordance with the parameters assessed in the environmental statement and set out in Table 5.

Table 5

<i>Parameter</i>	<i>Value</i>
Maximum number of wind turbine generators	35
Maximum total rotor swept area (m ²)	1,858,252
Maximum height of wind turbine generators when measured from HAT to the tip of the vertical blade (m)	310
Maximum rotor diameter of each wind turbine generator (m)	280
Minimum distance from HAT to the lowest point of the rotating blade for each turbine (m)	25
Minimum intra-row distance (between wind turbine generators in a row of wind turbine generators) (m)	1,060
Minimum inter-row distance (between rows of wind turbine generators) (m)	1,410
Maximum diameter of monopiles for wind turbine generators on monopile foundations (m)	12
Maximum diameter of piles for wind turbine generators on multi-legged jackets with piling foundations (m)	3
Maximum diameter of gravity base at the seabed for wind turbine generators on gravity base foundations (m)	65
Maximum diameter of suction buckets for wind turbine generators on multi-legged jackets with suction bucket foundations (m)	20
Maximum diameter of monopiles for offshore substation platform monopile foundations (m)	12
Maximum diameter of piles for offshore substation platforms on multi-legged jackets with piling foundations (m)	3
Maximum diameter of gravity base at the seabed for offshore substation platforms on gravity base foundations (m)	65
Maximum diameter of suction buckets for offshore substation platforms on multi-legged jackets with suction bucket foundations (m)	20
Maximum total seabed footprint of wind turbine generators (including scour protection) (m ²)	248,080
Maximum number of offshore substation platforms	2
Maximum dimensions of offshore substation platforms (excluding towers, helipads, masts, cranes and lightning protection):	
(a) Height when measured from HAT (m)	50
(b) Length (m)	50
(c) Width (m)	50
Maximum height when measured from HAT of offshore substation platforms (including helipads and lightning protection) (m)	70
Maximum total seabed footprint area for offshore substation platform foundations (including scour protection) (m ²)	14,176
Maximum total length of cables (inter-array and platform link cables)	80

(km)	
Maximum number of cable crossings	15
Maximum volume of natural material for disposal (m ³)	1,416,463
Maximum total footprint of scour protection (m ²) (exclusive of foundations for wind turbine generators and offshore substation platforms)	139,490
Maximum total volume of scour protection for wind turbine generators and offshore substation platforms (m ³)	278,980
Maximum footprint of cable protection (m ²) (including cable protection, entries to offshore substation platforms and wind turbine generators and cable crossings)	216,250
Maximum volume of cable protection (m ³) (including cable protection, entries to offshore substation platforms and wind turbine generators and cable crossings)	259,700
Maximum hammer energy (kilojoules or kJ) employed during installation of pin piles	2,500
Maximum hammer energy (kilojoules or kJ) employed during installation of monopile foundations	6,600

Maintenance of the authorised project

2.—(1) The undertaker may at any time maintain the authorised project, except to the extent that this deemed marine licence or an agreement made under this marine licence provides otherwise.

(2) Maintenance works include but are not limited to—

- (a) major wind turbine component or offshore substation platform replacement;
- (b) painting and applying other coatings to wind turbine generators, foundation structures (including transition pieces) or offshore substation platforms;
- (c) bird waste and marine growth removal;
- (d) cable remedial burial;
- (e) cable repairs and replacement;
- (f) cable protection and scour protection replenishment or replacement;
- (g) access ladder and boat landing replacement;
- (h) anode replacement in connection with any wind turbine generator, offshore substation platform or foundation; and
- (i) J-tube repair/replacement.

(3) No maintenance works authorised by this licence may be carried out until an offshore operation and maintenance plan in accordance with the outline offshore operation and maintenance plan has been submitted to and approved by the MMO.

(4) All maintenance works must be carried out in accordance with the approved offshore operation and maintenance plan unless otherwise agreed by the MMO.

(5) An annual maintenance report must be submitted to the MMO within one month following the first anniversary of the date of first operation of the authorised development (notified in accordance with paragraph 18 (Completion of construction)) and every year thereafter until the permanent cessation of operation.

(6) The annual maintenance report in sub-paragraph (5) must provide a record of the licensed activities during the preceding year, the timing of activities and methodologies used.

(7) Every fifth year, the undertaker must submit to the MMO, within one month of the anniversary of the date of first operation of authorised development (notified in accordance with paragraph 18 (Completion of construction)), a consolidated maintenance report which will—

- (a) include a review of licensed activities undertaken during the preceding five years with reference to the reports submitted in accordance with sub-paragraph (5) of this licence; and
- (b) reconfirm the applicability of the methodologies and frequencies of the licensed activities permitted by this licence for the duration of this licence.

Extension of time periods

3. Any time period given in this licence to either the undertaker or the MMO may be extended with the agreement of the other party such a agreement not to be unreasonably withheld or delayed.

Notifications and inspections

4.—(1) The undertaker must ensure that—

- (a) a copy of this licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—
 - (i) all agents and contractors notified to the MMO in accordance with condition 13;
 - (ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 13;
- (b) within 28 days of receipt of a copy of this licence and any subsequent amendments or revisions to it those persons referred to in sub-paragraph (1)(a) must confirm receipt of this licence to the MMO.

(2) Only those persons and vessels notified to the MMO in accordance with condition 13 are permitted to carry out the licensed activities.

(3) Copies of this licence must also be available for inspection at the following locations—

- (a) the undertaker's registered address;
- (b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and
- (c) on board each vessel and at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

(4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer at the locations set out in sub-paragraph (3)(b).

(5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the MMO considers necessary to inspect the works during the construction, operation and maintenance of the authorised project.

(6) The undertaker must inform the MMO local office at least five days prior to the commencement of the licensed activities or any part of them and within five days of the completion of the licensed activity.

(7) The undertaker must inform the Kingfisher Information Service of Seafish by email to kingfisher@seafish.co.uk of details of the vessel routes, timings and locations relating to the construction of the authorised project or relevant part—

- (a) at least 14 days prior to the commencement of licensed activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data;
- (b) on completion of construction of all licensed activities,
and confirmation of notification must be provided to the MMO within five days.

(8) The undertaker must ensure that a notice to mariners is issued at least 14 days prior to the commencement of the authorised project advising of the start date of Work No. 1 and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) The undertaker must ensure that notices to mariners are updated and reissued at regular intervals during construction activities and at least five days before any planned operation and maintenance works (or otherwise agreed) and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction programme approved under condition 9(1)(b). Copies of all notices must be provided to the MMO and UKHO within five days.

(10) The undertaker must notify UKHO of completion (within 14 days) of the authorised project or any part thereof in order that all necessary amendments to nautical charts are made. Copies of all notices must be provided to the MMO and MCA within five days.

(11) In case of damage to, or destruction or decay of, the authorised project or any part thereof, excluding the exposure of cables, the undertaker must as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify the MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish and UKHO.

(12) In case of the exposure of cables on or above the seabed, the undertaker must within three days following identification of a potential cable exposure, notify mariners and inform the Kingfisher Information Service of Seafish of the location and extent of exposure. Copies of all notices must be provided to the MMO, MCA, Trinity House, and UKHO within five days.

Aids to navigation

5.—(1) The undertaker must during the whole of the period from commencement of construction of the authorised project to completion of decommissioning of the authorised project exhibit such lights, marks, sounds, signals and other aids to navigation, and take such other steps for the prevention of danger to navigation, as Trinity House may from time to time direct.

(2) The undertaker must during the whole of the period from commencement of construction of the authorised project to completion of decommissioning of the authorised project keep Trinity House and the MMO informed of progress of the authorised project including—

- (a) notice of commencement of construction of the authorised project within 24 hours of commencement having occurred;
- (b) notice within 24 hours of any aids to navigation being established by the undertaker; and
- (c) notice within five days of completion of construction of the authorised project.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation in accordance with the frequencies set out in the aids to navigation management plan agreed pursuant to condition 9(1)(h) using the reporting system provided by Trinity House.

(4) The undertaker must during the period from commencement of the licensed activities to completion of decommissioning of the authorised project notify Trinity House and the MMO of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of condition 4(1) are invoked, the undertaker must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

(6) Any jack up barges or vessels utilised during the licensed activities, when jacked up, must exhibit signals in accordance with the UK Standard Marking Schedule for Offshore Installations.

Colouring of Structures

6.—(1) Except as otherwise required by Trinity House, the undertaker must paint all structures forming part of the authorised project yellow (colour code RAL 1023) from at least HAT to a height as directed by Trinity House.

(2) Unless the MMO otherwise directs, the undertaker must paint the remainder of the structures grey (colour code RAL 7035).

Chemicals, drilling and debris

7.—(1) The carriage and use of chemicals in the construction of the authorised project must comply with the International Convention for the Prevention of Pollution from Ships.

(2) The undertaker must ensure that any coatings and treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by the Health and Safety Executive and the Offshore Chemical Notification Scheme.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110 percent of the total volume of all reservoirs and containers.

(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under this licence by submission of a disposal return by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive.

(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within the Order limits.

(6) The undertaker must ensure that any rock material used in the construction of the authorised project is from a recognised source, free from contaminants and containing minimal fines.

(7) In the event that any rock material used in the construction of the authorised project is misplaced or lost within the Order limits, the undertaker must report the loss in writing to the local enforcement office within 48 hours and if the MMO reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must, in that event, demonstrate to the MMO that reasonable attempts have been made to locate, remove or move any such material.

(8) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas must be contained to prevent run off entering the water through the freeing ports.

(9) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 9(1)(e)(i).

(10) Debris or dropped objects which are considered a danger or hazard to navigation must be reported as soon as reasonably practicable but no later than six hours of the undertaker becoming aware of an incident, to the relevant HM Coastguard Maritime Rescue Co-ordination Centre by telephone, and United Kingdom Hydrographic Office by email.

(11) All dropped objects which are considered a danger or hazard to navigation or which, having regard to guidance issued by the MMO from time to time, would be considered reportable, must be reported to the MMO using the Dropped Object Procedure Form (or any updated or replacement form provided by the MMO) as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident (or such other timescale as agreed with the MMO).

(12) On receipt of notification or the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require obstructions to be removed from the seabed at the undertaker's expense if reasonable to do so.

Force majeure

8.—(1) If, due to stress of weather or any other unforeseeable cause, the master of a vessel determines that it is necessary to deposit the authorised deposits outside of the Order limits because the safety of human life or of the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

Pre-construction plans and documentation

9.—(1) No part of the licensed activities may commence until the following (insofar as relevant to that activity or phase of activity) have been submitted to and approved by the MMO in consultation with the relevant statutory nature conservation body, Trinity House, the MCA, the Lake District National Park Authority, the Arnsdale and Silverdale National Landscape Partnership and the Forest of Bowland National Landscape Joint Advisory Committee, as appropriate—

- (a) a design plan (which accords with the design statement) at a scale of between 1:25,000 and 1:50,000, including detailed representation on the most suitably scaled admiralty chart, which is to be submitted at least six months before the intended commencement of licensed activities to be approved by the MMO setting out proposed details of the authorised project, including the:
 - (i) number, dimensions, specification, and foundation type(s) for each wind turbine generator and offshore substation platform;
 - (ii) the proposed layout of all wind turbine generators and offshore substation platforms (which shall be in accordance with the recommendations for layout contained in MGN654 and its annexes), including grid coordinates of the centre point of the proposed location for each wind turbine generator and offshore substation platform and providing that such centre point is subject to a maximum up to 55m micro-siting in any direction unless otherwise agreed with the MMO in consultation with the MCA and Trinity House;
 - (iii) proposed specification and layout of all cables;
 - (iv) proposed location and specification of all other aspects of the authorised project; and
 - (v) any archaeological exclusion zones or micro-siting requirements relating to any benthic habitats of conservation, ecological or economic importance constituting reef habitats of principal importance as listed under section 41 of the Natural Environment and Rural Communities Act 2006(a),to ensure conformity with the description of Work No. 1 and Work No. 2 and compliance with conditions 1 and 2;
- (b) a construction programme to include details of—
 - (i) the proposed construction start date;
 - (ii) proposed timings for mobilisation of plant delivery of materials and installation works;
 - (iii) an indicative written construction programme for all wind turbine generators and offshore substation platforms forming part of the authorised project and licensed activities;
- (c) a monitoring plan (which accords with the in principle monitoring plan) to include details of proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction monitoring and related reporting in accordance with conditions 14, 15 and 16 to be submitted to the MMO in accordance with the following—
 - (i) at least six months prior to the first survey, details of the pre-construction surveys and an outline of all proposed pre-construction monitoring;
 - (ii) at least six months prior to construction, details on construction monitoring;
 - (iii) at least six months prior to completion of construction, details of operational monitoring, if required.
- (d) an offshore construction method statement which is to be submitted at least six months before the intended commencement of licensed activities and is in accordance with the outline construction method statement and the construction methods assessed in the environmental statement, including details of—

(a) 2006 c. 16. Section 41 was amended by s. 102(8) of the Environment Act 2021 (c. 30).

- (i) cable specification, installation and monitoring, to include—
 - (aa) the technical specification of the inter-array cables and platform link cables;
 - (bb) a detailed cable specification and installation plan for the authorised project, incorporating a cable burial risk assessment encompassing the identification of any cable protection that exceeds 5 percent of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5 percent of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or similar such assessment to ascertain suitable burial depths and cable laying techniques, including cable protection; and
 - (cc) details of cable monitoring including details of cable protection until the authorised project is decommissioned which includes a risk based approach to the management of unburied or shallow buried cables;
- (ii) scour protection management and cable protection management (which accords with the outline scour protection and cable protection plan) which is to be submitted at least six months before the installation of any scour protection or cable protection including details of the need, type, sources, quantity and installation methods for scour protection and cable protection, with details updated and resubmitted for approval if changes to it are proposed following cable laying operations;
- (iii) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation and cable installation works;
- (iv) wind turbine generator installation methodology;
- (v) offshore substation platform installation methodology;
- (vi) contractors;
- (vii) associated ancillary works; and
- (viii) guard vessels to be employed;
- (e) an offshore project environmental management plan which is to be submitted at least six months before the intended commencement of licensed activities and which accords with the outline project environmental management plan covering the period of construction and operation to include details of—
 - (i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents during construction and operation of the authorised project in relation to all activities carried out;
 - (ii) a site specific chemical risk assessment for all chemicals that have a pathway to the marine environment and are used for the licensed activities (with the exception of any chemicals used in the course of normal navigation), which is to be submitted to the MMO for approval at least ten weeks prior to the use of such chemicals, including—
 - (aa) the function of the chemical;
 - (bb) the quantities being used and the frequency of use; and
 - (cc) the physical, chemical and ecotoxicological properties of the chemical (save for any chemicals present on the OSPAR List of Substances Used and Discharged Offshore which Are Considered to Pose Little or No Risk to the Environment (PLONOR));
 - (iii) waste management and disposal arrangements;
 - (iv) the contact details and responsibilities of a fisheries liaison officer;
 - (v) measures to minimise disturbance to marine mammals and rafting birds from vessels;
 - (vi) measures to minimise the potential spread of invasive non-native species;

- (f) an offshore archaeological written scheme of investigation in relation to the Order limits, which must accord with the outline offshore written scheme of investigation and industry good practice, in consultation with the statutory historic body to include—
 - (i) details of responsibilities of the undertaker, archaeological consultant and contractor;
 - (ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;
 - (iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;
 - (iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;
 - (v) monitoring of archaeological exclusion zones during and post construction;
 - (vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the Archaeological Data Service, by submitting an OASIS (Online Access to the Index of Archaeological Investigations) form with a digital copy of the report within six months of completion of construction of the authorised project, and to notify Historic England and the MMO that the OASIS form has been submitted to the Archaeological Data Service within two weeks of submission;
 - (vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and maintenance and decommissioning of the authorised project; and
 - (viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities;
- (g) an offshore operation and maintenance plan which is to be submitted at least six months before the intended commencement of licensed activities and is in accordance with the outline offshore operation and maintenance plan, to be submitted to the MMO at least four months prior to commencement of operation of the licensed activities and to provide for review and resubmission every three years during the operational phase;
- (h) an aids to navigation management plan to be agreed by the MMO following consultation with Trinity House specifying how the undertaker will ensure compliance with condition 5 from the commencement of construction of the authorised project to the completion of decommissioning;
- (i) in the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol (in accordance with the draft marine mammal mitigation protocol) which is to be submitted at least six months before the commencement of installation of any such driven or part-driven pile foundations, the intention of which is to prevent injury to marine mammals, following current best practice as advised by the relevant statutory nature conservation body;
- (j) a vessel traffic management plan which is to be submitted at least six months before the intended commencement of licensed activities and is in accordance with the outline vessel traffic management plan; and
- (k) a fisheries liaison and co-existence plan (in accordance with the outline fisheries liaison and co-existence plan) which is to be submitted at least six months before the intended commencement of licensed activities to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 4 and to include—
 - (i) the appointment and responsibilities of a fisheries liaison officer; and
 - (ii) measures to address the interaction of the licensed activities with fishing activities.

(2) Pre-commencement surveys and archaeological investigations and pre-commencement material operations which involve intrusive seabed works must only take place in accordance with a specific written scheme of investigation (which must accord with the details set out in the outline offshore written scheme of investigation) which has been submitted to and approved by the MMO.

(3) For the purposes of sub-paragraph (1)(e)(ii)—

- (a) “chemical” means a chemical element and will include both substances and preparations;
- (b) “pathway to the marine environment” means open systems or closed systems that require top up;
- (c) “preparation” means a mixture or solution composed of two or more substances; and
- (d) “substance” means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition.

10.—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 9 must be submitted for approval at least four months before the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed by the MMO.

(2) The MMO must determine an application for approval made under condition 9 within a period of four months commencing on the date the application is received by the MMO, except where an application is required to be made no less than six months prior to the intended commencement of the authorised scheme or relevant activity in which case the MMO must determine the application for approval within the period of six months commencing on the date the application is received by the MMO, unless otherwise agreed with the undertaker such agreement not to be unreasonably withheld or delayed.

(3) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under condition 9.

Safety zones

11. The licensed activities or relevant part thereof must not commence until (insofar as relevant to the licensed activity) an application has been made to the Secretary of State for a safety zone for the relevant activities pursuant to the 2004 Act.

Offshore safety management

12. No part of the authorised project may commence until the MMO, in consultation with the MCA, has confirmed that the undertaker has taken into account and, so far as is applicable to that part of the authorised project, adequately addressed all MCA recommendations as appropriate to the authorised project contained within MGN654.

Reporting of engaged agents, contractors and vessels

13.—(1) The undertaker must provide the name, address and function of any agent, contractor or subcontractor that will carry out any of the licensed activities on behalf of the undertaker to the MMO no less than 24 hours (or such other timescale as agreed with the MMO) before that agent, contractor or subcontractor carries out any such licensed activities.

(2) The undertaker must notify the MMO of any vessel being used to carry on any licensed activity listed in this licence on behalf of the undertaker. Such notification must be received by the MMO no less than 24 hours (or such other timescale as agreed with the MMO) before the commencement of the licensed activity. Notification must include the master’s name, vessel type, vessel IMO number and vessel owner or operating company.

(3) Any changes to the details provided under sub-paragraphs (1) and (2) must be notified to the MMO at least 24 hours (or such other timescale as agreed with the MMO) before the agent, contractor or vessel engages in the licensed activities.

(4) The undertaker must ensure that a copy of this licence and any subsequent revisions or amendments has been provided to any agents, contractors, subcontractors or vessels that will carry on any licensed activities on behalf of the undertaker prior to them engaging in the licensed activities.

Pre-construction monitoring and surveys

14.—(1) The undertaker must, in discharging condition 9(1)(c) submit a monitoring plan or plans in accordance with the in principle monitoring plan for written approval by the MMO in consultation with the relevant statutory nature conservation body, which must contain details of proposed pre-construction monitoring and surveys, including methodologies and timings.

(2) The pre-construction survey proposals submitted under sub-paragraph (1) must be in general accordance with the principles set out in the in principle monitoring plan and must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position or will enable the validation or otherwise of key predictions in the environmental statement.

(3) The pre-construction survey proposals referred to in sub-paragraph (1) must have due regard to, but not be limited to, the need to—

- (a) undertake a swath-bathymetry survey to IHO Order 1a standard that meets the requirements of MGN654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works.

(4) The undertaker must carry out the surveys specified within the monitoring plan or plans in accordance with that plan or plans.

Construction monitoring

15.—(1) The undertaker must, in discharging condition 9(1)(c), submit details (which accord with the in principle monitoring plan) for approval by the MMO in consultation with the relevant statutory nature conservation body of any proposed construction monitoring, including methodologies and timings, to be carried out during the construction of the authorised project. The monitoring proposals must specify each monitoring proposal's objectives.

(2) In the event that driven or part-driven pile foundations are proposed, such monitoring must include measurements of underwater sound generated by the installation of the first four piled foundations of each piled foundation type to be installed unless the MMO otherwise agrees.

(3) The undertaker must carry out the monitoring approved under sub-paragraph (1), including any further underwater sound monitoring required by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable.

(4) The results of the initial underwater sound measurements monitored in accordance with sub-paragraph (2) must be provided to the MMO within six weeks of the end of piling of the first four piled foundations. The assessment of this report by the MMO will determine whether any further underwater sound monitoring is required. If, in the reasonable opinion of the MMO in consultation with the relevant statutory nature conservation body, the assessment shows significantly different impacts to those assessed in the environmental statement or failures in mitigation, all piling activity must cease until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

(5) The undertaker must carry out the surveys specified in the monitoring plan approved under condition 9(1)(c) in accordance with that plan, including any further underwater sound monitoring required by the MMO under sub-paragraph (4).

(6) Construction monitoring must include vessel traffic monitoring in accordance with the in principle monitoring plan, including the provision of reports on the results of that monitoring at the end of each year of the construction period to the MMO, MCA and Trinity House.

(7) In the event that piled foundations are proposed to be used, the details submitted in accordance with the marine mammal mitigation protocol must include proposals for monitoring marine mammals to ensure the ongoing efficacy of the marine mammal mitigation protocol.

Post-construction monitoring

16.—(1) The undertaker must, in discharging condition 9(1)(c) submit details (which accord with the in principle monitoring plan) for approval by the MMO in consultation with the relevant

statutory nature conservation body of proposed post-construction monitoring, including methodologies and timings, and a proposed format, content and timings for providing reports on the results.

(2) The monitoring proposals must specify each monitoring proposal's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position or will enable the validation or otherwise of key predictions in the environmental statement (or both).

(3) The post-construction monitoring referred to in sub-paragraph (1) must have due regard to, but not be limited to, the need to—

- (a) undertake a full sea floor coverage swath-bathymetry survey that meets the requirements of MGN654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables have been buried or protected; and
- (b) undertake post-construction vessel traffic monitoring in accordance with the in principle monitoring plan, including the provision of reports on the results of that monitoring to the MMO, MCA and Trinity House.

(4) The undertaker must carry out the monitoring agreed under sub-paragraph (1) and provide the agreed reports to the MMO in the agreed format in accordance with the agreed timetable.

(5) Following the installation of cables, details of cable monitoring required under 9(1)(d) must be updated with the results of the post installation surveys. The statement must be implemented until the authorised project is decommissioned and reviewed as specified within the statement, following cable burial surveys, or as instructed by the MMO.

Reporting of scour and cable protection

17.—(1) Not more than four months following completion of the construction of the authorised project, the undertaker must provide the MMO and the relevant statutory nature conservation body with a report setting out details of the cable protection and scour protection used for the authorised project.

(2) The report must include the following information—

- (a) the location of cable protection and scour protection;
- (b) the volume of cable protection and scour protection; and
- (c) any other information relating to the cable protection and scour protection as agreed between the MMO and the undertaker.

Completion of construction

18.—(1) The undertaker must submit a close-out report to the MMO, MCA, Trinity House, the UKHO and the relevant statutory nature conservation body within four months of the date of completion of construction. The close out report must confirm the date of completion of construction and must include the following details—

- (a) the final number of installed wind turbine generators;
- (b) the installed wind turbine generator parameters relevant for ornithological collision risk modelling;
- (c) as built plans;
- (d) latitude and longitude coordinates of the centre point of the location for each wind turbine generator and offshore substation platform provided as Geographical Information System data referenced to WGS84 datum; and
- (e) latitude and longitude coordinates of the inter array cables and platform link cable routes provided as Geographical Information System data referenced to WGS84 datum.

(2) Following completion of construction, no further construction activities can be undertaken under this licence.

Marine Noise Registry

19.—(1) In the event that driven or part-driven pile foundations are proposed to be used as part of the foundation installation, the undertaker must provide the following information to the Marine Noise Registry—

- (a) no less than six months prior to the commencement of each stage of construction of the licensed activities, information on the expected location, start and end dates of impact pile driving to satisfy the Marine Noise Registry’s forward look requirements;
 - (b) within two weeks after commencement of each stage of construction of the licensed activities, information on the location, start and end dates of impact pile driving to satisfy the Marine Noise Registry’s forward look requirements; and
 - (c) at six month intervals following the commencement of pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry’s close out requirements by 7 April for the winter season (October to March inclusive) and 7 October for the summer season (April to September inclusive) or within 12 weeks of completion of impact pile driving, whichever is earlier.
- (2) For the purpose of this condition—
- (a) “Marine Noise Registry” means the database of impulsive noise generating activities in UK seas maintained by the Joint Nature Conservation Committee or any successor database; and
 - (b) “forward look” and “close out” requirements are as set out in the “UK Marine Noise Registry: Information Document, Version 1 (May 2016)” or any updated information document.

Underwater sound management strategy

20.—(1) No piling activities shall commence until an underwater sound management strategy for those activities, which accords with the outline underwater sound management strategy, has been submitted to and approved by the MMO in consultation with the relevant statutory nature conservation body.

(2) Where driven or part-driven pile foundations are proposed to be installed, the underwater sound management strategy submitted under sub-paragraph (1) must include details of the noise reduction measures or noise abatement system (or both) that will be utilised to manage sound from those piling activities.

(3) The underwater sound management strategy must be submitted to the MMO no later than six months prior to the commencement of the relevant activities (or such other timescale as agreed with the MMO).

(4) No piling activities associated with the authorised development shall be undertaken between 15 February and 31 March (inclusive), unless—

- (a) such activities are deemed necessary by the undertaker during this period;
- (b) any additional mitigation requirements for such activities are included in an underwater sound management strategy approved by the MMO under paragraph (1); and
- (c) such activities are thereafter undertaken with the additional mitigation requirements identified and approved by the MMO under sub-paragraph (3)(b).

(5) The piling activities must be carried out in accordance with the approved underwater sound management strategy for the duration of such activities.

Deployment of new cable protection and scour protection

21. Any cable protection and scour protection (other than the replenishment or replacement of existing cable protection or scour protection) authorised under this licence must be deployed within ten years from the date on which operation of the authorised project commences unless otherwise agreed by the MMO.

SCHEDULE 7

Article 18

PART 1

Compensation measures: Morecambe Bay and Duddon Estuary Special Protection Area and Ribble and Alt Estuaries Special Protection Area

1. In this part—

“construction of a mammalian predator-proof exclusion fence and mammalian predator removal measure” means the measure to construct a mammalian predator-proof exclusion fence and removal of mammalian predators within a fenced enclosure at key lesser black-backed gull nesting site(s);

“Defra” means the Department for Environment, Food and Rural Affairs;

“habitat management measure” means the measure to manage and improve the vegetation and scrub habitat for nesting lesser black-backed gulls at key lesser black-backed gull nesting site(s);

“LBBGCSG” means the Lesser Black-Backed Gull Compensation Steering Group;

“lesser black-backed gull CIMP” means a lesser black-backed gull compensation implementation and monitoring plan for the delivery of a lesser black-backed gull compensation measure to compensate for the predicted loss of lesser black-backed gull from the MBDE and RAE as a result of the authorised development;

“lesser black-backed gull compensation measure” means the construction of a mammalian predator-proof exclusion fence and mammalian predator removal measure or the habitat management measure;

“MBDE” means the site designated as the Morecambe Bay and Duddon Estuary Special Protection Area;

“outline compensation implementation and monitoring plan” means the document certified as the outline compensation implementation and monitoring plan for the purposes of this Order under article 12 (certification of documents and plans, etc.);

“RAE” means the site designated as the Ribble and Alt Estuaries Special Protection Area ;

“relevant planning authority” means the planning authority in whose area the lesser black-backed gull compensation measure is located;

“strategic compensation fund” means any fund established by Defra or a Government body for the purpose of implementing strategic compensation measures or any equivalent fund established for that purpose; and

“strategic compensation owner” means the Government body with the responsibility to manage the strategic compensation fund.

2.—(1) No later than six months prior to the commencement of the authorised development, the undertaker must advise the Secretary of State of the intention to provide compensation either—

- (a) through a contribution to the strategic compensation fund; or
- (b) through a project-alone lesser black-backed gull compensation measure.

(2) Paragraphs 7-13 of this Schedule shall not apply to the extent that a contribution to the strategic compensation fund has been elected in paragraph 2 of this Schedule and paragraphs 4, 5

and 6 of this Schedule shall not apply to the extent that a project-alone lesser black-backed gull compensation measure has been elected in paragraph 2 of this Schedule.

3. The authorised development may not be commenced until a plan for the work of the LBBGCSG has been submitted to and approved by the Secretary of State. Such a plan must include—

- (a) terms of reference for the LBBGCSG;
- (b) details of the membership of the LBBGCSG, which must include the relevant statutory nature conservation body and, where appropriate, the MMO or the relevant planning authority as core members;
- (c) details of the proposed schedule of meetings, timetable for preparation of the lesser black-backed gull CIMP and reporting and review periods, or details of the schedule of meetings to agree contributions to the strategic compensation fund; and
- (d) the dispute resolution mechanism.

4.—(1) The undertaker must agree a ratio/value of contribution with the strategic compensation owner, in consultation with the statutory nature conservation body and the LBBGCSG.

(2) Unless otherwise agreed with the strategic compensation owner, the ratio/value must include the provision of—

- (a) the required contribution to compensate for the reasonable worst-case scenario of adverse effect on the MBDE and RAE;
- (b) the required contribution to monitoring of the compensation undertaken under the strategic compensation fund;
- (c) the required contribution to provide for any adaptive management measures for the compensation undertaken under the strategic compensation fund;
- (d) the timing of any required contribution to ensure compensation is either provided ahead of construction or to a sufficiently high ratio to allow for construction prior to implementation of the compensation;
- (e) the required contribution for the ongoing maintenance of the compensation undertaken under the strategic compensation fund; and
- (f) the required contribution for any decommissioning of the compensation undertaken under the strategic compensation fund.

5. Prior to the commencement of any works, the undertaker must provide details of the contribution to the strategic compensation fund agreed under paragraph 4 to the Secretary of State for approval.

6. The undertaker must provide the contribution to the strategic compensation fund in accordance with the agreement approved by the Secretary of State under paragraph 5.

7. Following consultation with the LBBGCSG the lesser black-backed gull CIMP must be submitted to the Secretary of State for approval, in consultation with the relevant statutory nature conservation body and, where appropriate, the MMO or the relevant local planning authority.

8.—(1) The lesser black-backed gull CIMP must be based on the strategy for lesser black-backed gull compensation set out in the outline compensation implementation and monitoring plan and must include—

- (a) details of the location(s) where the lesser black-backed gull compensation measure will be delivered;
- (b) details of how any necessary land access rights, licences and approvals have or will be obtained;
- (c) an implementation timetable for delivery of the lesser black-backed gull compensation measure;
- (d) recording of LBBGCSG consultations;

- (e) details of the proposed ongoing monitoring and reporting on the effectiveness of the lesser black-backed gull compensation measure, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the mechanism to determine the need for any alternative compensation measures or implementation of adaptive management measures (or both); and
- (f) provision for annual reporting to the Secretary of State.

9. The undertaker must implement the measures set out in the lesser black-backed gull CIMP approved by the Secretary of State, unless otherwise agreed by the Secretary of State in consultation with the relevant statutory nature conservation body and, where appropriate, the MMO or the relevant local planning authority.

10. No wind turbine generator forming part of Work No. 1 may commence operation until the lesser black-backed gull compensation measure has been implemented for four breeding seasons, unless commencement of operation at an earlier date is approved by the Secretary of State. For the purposes of this paragraph each breeding season is 1 March to 30 September of each year inclusive.

11. The undertaker must notify the Secretary of State of the implementation of the lesser black-backed gull compensation measure.

12. The lesser black-backed gull compensation measure as approved in the lesser black-backed gull CIMP must be maintained by the undertaker (or at its expense) for the operational lifetime of the wind turbine generators erected under Work No.1.

13. The lesser black-backed gull CIMP approved under this Schedule includes any amendments that may subsequently be approved by the Secretary of State. Any amendments to or variations of the approved lesser black-backed gull CIMP must be in accordance with the principles set out in the outline compensation implementation and monitoring plan.

PART 2

Compensation measures: Liverpool Bay / Bar Lerpwl Special Protection Area

1. In this part—

“Defra” means the Department for Environment, Food and Rural Affairs;

“habitat management measure” means the measures to manage and improve habitat, including but not limited to the provision of nesting rafts, for nesting red-throated diver at key red-throated diver nesting site(s);

“LBBL” means the site designated as the Liverpool Bay / Bar Lerpwl Special Protection Area;

“outline compensation implementation and monitoring plan – red-throated diver” means the document certified as the outline compensation implementation and monitoring plan – red-throated diver for the purposes of this Order under article 12 (certification of documents and plans, etc.);

“red-throated diver CIMP” means a red-throated diver compensation implementation and monitoring plan for the delivery of the habitat management measure to compensate for the predicted adverse effect on red-throated diver from the LBBL as a result of the authorised development;

“relevant planning authority” means the planning authority in whose area the habitat management measure is located;

“RTDCSG” means the Red-Throated Diver Compensation Steering Group;

“strategic compensation fund” means any fund established by Defra or a Government body for the purpose of implementing strategic compensation measures or any equivalent fund established for that purpose; and

“strategic compensation owner” means the Government body with the responsibility to manage the strategic compensation fund.

2.—(1) No later than six months prior to the commencement of the authorised development, the undertaker must advise the Secretary of State of the intention to provide compensation either—

- (a) through a contribution to the strategic compensation fund; or
- (b) through a project-alone habitat management measure.

(2) Paragraphs 7-13 of this Schedule shall not apply to the extent that a contribution to the strategic compensation fund has been elected in paragraph 2 of this Schedule and paragraphs 4, 5 and 6 of this Schedule shall not apply to the extent that a project-alone habitat management measure has been elected in paragraph 2 of this Schedule.

3. The authorised development may not be commenced until a plan for the work of the RTDCSG has been submitted to and approved by the Secretary of State. Such a plan must include—

- (a) terms of reference for the RTDCSG;
- (b) details of the membership of the RTDCSG, which must include the relevant statutory nature conservation body and, where appropriate, the MMO or the relevant planning authority as core members;
- (c) details of the proposed schedule of meetings, timetable for preparation of the red-throated diver CIMP and reporting and review periods, or details of the schedule of meetings to agree contributions to the strategic compensation fund; and
- (d) the dispute resolution mechanism.

4.—(1) The undertaker must agree a ratio/value of contribution with the strategic compensation owner, in consultation with the statutory nature conservation body and the RTDCSG.

(2) Unless otherwise agreed with the strategic compensation owner, the ratio/value must include the provision of—

- (a) the required contribution to compensate for the reasonable worst-case scenario of adverse effect on the LBBL;
- (b) the required contribution to monitoring of the compensation undertaken under the strategic compensation fund;
- (c) the required contribution to provide for any adaptive management measures for the compensation undertaken under the strategic compensation fund;
- (d) the timing of any required contribution to ensure compensation is either provided ahead of construction or to a sufficiently high ratio to allow for construction prior to implementation of the compensation;
- (e) the required contribution for the ongoing maintenance of the compensation undertaken under the strategic compensation fund; and
- (f) the required contribution for any decommissioning of the compensation undertaken under the strategic compensation fund.

5. Prior to the commencement of any works, the undertaker must provide details of the contribution to the strategic compensation fund agreed under paragraph 4 to the Secretary of State for approval.

6. The undertaker must provide the contribution to the strategic compensation fund in accordance with the agreement approved by the Secretary of State under paragraph 5.

7. Following consultation with the RTDCSG, the red-throated diver CIMP must be submitted to the Secretary of State for approval, in consultation with the relevant statutory nature conservation body and, where appropriate, the MMO or the relevant local planning authority.

8.—(1) The red-throated diver CIMP must be based on the outline compensation implementation and monitoring plan – red throated diver and must include—

- (a) details of the location(s) where the habitat management measure will be delivered;
- (b) details of how any necessary land access rights, licences and approvals have or will be obtained;
- (c) an implementation timetable for delivery of the habitat management measure;
- (d) recording of RTDCSG consultations;
- (e) details of the proposed ongoing monitoring and reporting on the effectiveness of the habitat management measure, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the mechanism to determine the need for any alternative compensation measures or implementation of adaptive management measures (or both); and
- (f) provision for annual reporting to the Secretary of State.

9. The undertaker must implement the measures set out in the red-throated diver CIMP approved by the Secretary of State, unless otherwise agreed by the Secretary of State in consultation with the relevant statutory nature conservation body and, where appropriate, the MMO or the relevant local planning authority.

10. No part of any wind turbine generator forming part of Work No. 1 shall be erected until the habitat management measure has been implemented, unless commencement of construction at an earlier date is approved by the Secretary of State.

11. The undertaker must notify the Secretary of State of the implementation of the habitat management measure.

12. The habitat management measure must be maintained by the undertaker (or at its expense) for so long as any wind turbine generators erected under Work No.1 remain in situ.

13. The red-throated diver CIMP approved under this Schedule includes any amendments that may subsequently be approved by the Secretary of State. Any amendments to or variations of the approved red-throated diver CIMP must be in accordance with the principles set out in the outline compensation implementation and monitoring plan – red-throated diver.

SCHEDULE 8

Article 12

Documents to be certified

The following documents, including those listed in Table 6, are the list referred to in article 12 (certification of documents and plans, etc.)—

Table 6

<i>Document Reference Number</i>	<i>Planning Inspectorate Reference</i>	<i>Document Name</i>	<i>Revision</i>	<i>Date</i>
2.1	APP-005	Offshore Location Plan	01	May 2024
2.3	APP-007	Offshore Works Plan	01	May 2024
2.4	APP-008	Offshore Order Limits and Grid Coordinates Plan	01	May 2024
2.5	APP-009	Indicative Extent of Marine Licence	01	May 2024
2.6	AS-003	Offshore Statutory and Non-Statutory Nature Conservation Sites	02	July 2024
2.7	APP-011	Historic Environment Plan	01	May 2024
4.3	REP5a-007	Design Statement	04	April 2025
Habitats Regulations Assessment Report				
4.9	REP5a-009	Report to Inform Appropriate	05	April 2025

		Assessment		
4.11	REP5a-011	Habitats Regulations Assessment Without Prejudice Derogation Case	04	April 2025
4.11.1	REP5a-013	Outline Compensation Implementation and Monitoring Plan	02	April 2025
9.37	REP5a-046	Habitats Regulations Assessment Without Prejudice Derogation Case (RTD)	03	April 2025
9.38	REP5a-048	Outline Compensation Implementation and Monitoring Plan – Red-throated diver	02	April 2025
Environmental Statement				
5.1.1	REP1-020	Chapter 1 Introduction	02	November 2024
5.1.2	APP-039	Chapter 2 Need for the Project	01	May 2024
5.1.3	APP-040	Chapter 3 Policy and Legislation	01	May 2024
5.1.4	APP-041	Chapter 4 Site Selection and Assessment of Alternatives	01	May 2024
5.1.5	REP1-022	Chapter 5 Project Description	02	November 2024
5.1.6	APP-043	Chapter 6 EIA Methodology	01	May 2024
5.1.7	REP5a-015	Chapter 7 Marine Geology Oceanography and Physical Processes	05	April 2025
5.1.8	REP2-010	Chapter 8 Marine Sediment and Water Quality	03	December 2024
5.1.9	REP5a-017	Chapter 9 Benthic Ecology	04	April 2025
5.1.10	REP3-016	Chapter 10 Fish and Shellfish Ecology	03	January 2025
5.1.11	REP5a-019	Chapter 11 Marine Mammals	05	April 2025
5.1.12	[tbc – D6 update]	Chapter 12 Offshore Ornithology	04	April 2025
5.1.13	REP3-018	Chapter 13 Commercial Fisheries	02	January 2025
5.1.14	REP3-020	Chapter 14 Shipping and Navigation	02	January 2025
5.1.15	REP3-022	Chapter 15 Marine Archaeology and Cultural Heritage	03	January 2025
5.1.16	REP3-024	Chapter 16 Civil and Military Aviation and Radar	03	January 2025
5.1.17	REP1-038	Chapter 17 Infrastructure and Other Users	02	November 2024
5.1.18	REP3-026	Chapter 18 Seascape Landscape and Visual Impact Assessment.	02	January 2025
5.1.19	[tbc – D6 update]	Chapter 19 Human Health	03	April 2025
5.1.20	APP-057	Chapter 20 Socio-economics Tourism and Recreation	01	May 2024
5.1.21	[tbc – D6 update]	Chapter 21 Climate Change	03	April 2025
5.1.22	APP-059	Chapter 22 Traffic and Transport	01	May 2024
5.1.23	REP1-042	Chapter 23 Summary_Generation and Transmission Assets Assessment	02	November 2024
5.2.6.1	APP-061	Appendix 6.1 CEA Project Long List	01	May 2024
5.2.7.1	APP-062	Appendix 7.1 Offshore Geophysical Survey	01	May 2024
5.2.9.1	APP-063	Appendix 9.1 Benthic Characterisation Survey	01	May 2024

5.2.9.2	APP-064	Appendix 9.2 Marine Evidence-based Sensitivity Assessment	01	May 2024
5.2.11.1	REP4-013	Appendix 11.1 Underwater Noise Assessment	02	February 2025
5.2.11.2	REP4-015	Appendix 11.2 Marine Mammal Information and Survey Data	04	February 2025
5.2.11.3	REP4-017	Appendix 11.3 Marine Mammal Unexploded Ordnance Assessment	03	February 2025
5.2.11.4	REP4-019	Appendix 11.4 Marine Mammal CEA Project Screening	03	February 2025
5.2.11.5	APP-069	Appendix 11.5 Marine Mammal Consultation Responses	01	May 2024
5.2.12.1	APP-070	Appendix 12.1 Offshore Ornithology Technical Report	01	May 2024
5.2.12.2	APP-071	Appendix 12.2 Aerial Survey Two Year Report March 2021 to February 2023	01	May 2024
5.2.13.1	REP2-014	Appendix 13.1 Commercial Fisheries Technical Report	02	December 2024
5.2.14.1	REP3-028	Appendix 14.1 Navigation Risk Assessment	02	January 2025
5.2.14.2	APP-074	Appendix 14.2 Cumulative Regional Navigation Risk Assessment	01	May 2024
5.2.15.1	APP-075	Appendix 15.1 Archaeological Assessment of Geophysical and Hydrographic Data	01	May 2024
5.2.15.2	APP-076	Appendix 15.2 Seismic Data Review	01	May 2024
5.2.15.3	REP3-030	Appendix 15.3 Settings Assessment	02	May 2024
5.2.16.1	REP1-050	Appendix 16.1 Airspace Analysis and Radar Modelling	02	November 2024
5.2.16.2	REP3-032	Appendix 16.2 Blackpool Instrument Flight Procedure Safeguarding Report	02	January 2025
5.2.16.3	APP-080	Appendix 16.3 Other Instrument Flight Procedure Assessments	01	May 2024
5.2.17.1	APP-081	Appendix 17.1 Helicopter Access Study	01	May 2024
5.2.17.2	REP3-034	Appendix 17.2 Radar Early Warning System Technical Report	02	May 2024
5.2.18.1	APP-083	Appendix 18.1 SLVIA Methodology	01	May 2024
5.2.18.2	REP1-052	Appendix 18.2 SLVIA Preliminary Assessment	02	November 2024
5.2.18.3	APP-085	Appendix 18.3 SLVIA Viewpoint Assessment	01	May 2024
5.2.20.1	APP-086	Appendix 20.1 Offshore Windfarm Economic Impact Assessment Methodology	01	May 2024
5.2.21.1	REP5-018	Appendix 21.1 Greenhouse Gas Assessment Methodology	02	March 2025
5.3.1	APP-088	Chapter 1 Introduction Figures	01	May 2024
5.3.4	APP-089	Chapter 4 Site Selection and Assessment of Alternatives Figures	01	May 2024
5.3.5	APP-090	Chapter 5 Project Description Figures	01	May 2024
5.3.7	REP3-036	Chapter 7 Marine Geology Oceanography and Physical Processes Figures	03	January 2025

5.3.8	APP-092	Chapter 8 Marine Sediment and Water Quality Figures	01	May 2024
5.3.9	APP-093	Chapter 9 Benthic Ecology Figures	01	May 2024
5.3.10	PD1-008	Chapter 10 Fish and Shellfish Ecology Figures	02	October 2024
5.3.11	APP-095	Chapter 11 Marine Mammals Figures	01	May 2024
5.3.12	APP-096	Chapter 12 Offshore Ornithology Figures	01	May 2024
5.3.13	APP-097	Chapter 13 Commercial Fisheries Figures	01	May 2024
5.3.14	APP-098	Chapter 14 Shipping and Navigation Figures	01	May 2024
5.3.15	APP-099	Chapter 15 Marine Archaeology and Cultural Heritage Figures	01	May 2024
5.3.15.1	APP-100	Appendix 15.3 Generation Assets Setting Assessment_CulturalHeritage Viewpoint 1	01	May 2024
5.3.15.2	APP-101	Appendix 15.3 Generation Assets Setting Assessment_CulturalHeritage Viewpoint 2	01	May 2024
5.3.15.3	APP-102	Appendix 15.3 Generation Assets Setting Assessment_CulturalHeritage Viewpoint 3	01	May 2024
5.3.15.4	APP-103	Appendix 15.3 Generation Assets Setting Assessment_CulturalHeritage Viewpoint 4	01	May 2024
5.3.16	REP3-037	Chapter 16 Civil and Military Aviation and Radar Figures	02	January 2025
5.3.17	APP-105	Chapter 17 Infrastructure and Other Users Figures	01	May 2024
5.3.18.1	APP-106	Chapter 18 SLVIA Figures_Part 1 of 34	01	May 2024
5.3.18.2	REP3-038	Chapter 18 SLVIA Figures_Part 2 of 34	02	January 2025
5.3.18.3	APP-108	Chapter 18 SLVIA Figures_Part 3 of 34	01	May 2024
5.3.18.4	APP-109	Chapter 18 SLVIA Figures_Part 4 of 34	01	May 2024
5.3.18.5	APP-110	Chapter 18 SLVIA Figures_Part 5 of 34	01	May 2024
5.3.18.6	APP-111	Chapter 18 SLVIA Figures_Part 6 of 34	01	May 2024
5.3.18.7	APP-112	Chapter 18 SLVIA Figures_Part 7 of 34	01	May 2024
5.3.18.8	APP-113	Chapter 18 SLVIA Figures_Part 8 of 34	01	May 2024
5.3.18.9	APP-114	Chapter 18 SLVIA Figures_Part 9 of 34	01	May 2024
5.3.18.10	APP-115	Chapter 18 SLVIA Figures_Part 10 of 34	01	May 2024
5.3.18.11	APP-116	Chapter 18 SLVIA Figures_Part 11 of 34	01	May 2024
5.3.18.12	APP-117	Chapter 18 SLVIA Figures_Part 12 of 34	01	May 2024
5.3.18.13	APP-118	Chapter 18 SLVIA Figures_Part 13 of 34	01	May 2024

		34		
5.3.18.14	APP-119	Chapter 18 SLVIA Figures Part 14 of 34	01	May 2024
5.3.18.15	APP-120	Chapter 18 SLVIA Figures_Part 15 of 34	01	May 2024
5.3.18.16	APP-121	Chapter 18 SLVIA Figures_Part 16 of 34	01	May 2024
5.3.18.17	APP-122	Chapter 18 SLVIA Figures_Part 17 of 34	01	May 2024
5.3.18.18	APP-123	Chapter 18 SLVIA Figures_Part 18 of 34	01	May 2024
5.3.18.19	APP-124	Chapter 18 SLVIA Figures_Part 19 of 34	01	May 2024
5.3.18.20	APP-125	Chapter 18 SLVIA Figures_Part 20 of 34	01	May 2024
5.3.18.21	APP-126	Chapter 18 SLVIA Figures_Part 21 of 34	01	May 2024
5.3.18.22	APP-127	Chapter 18 SLVIA Figures_Part 22 of 34	01	May 2024
5.3.18.23	APP-128	Chapter 18 SLVIA Figures_Part 23 of 34	01	May 2024
5.3.18.24	APP-129	Chapter 18 SLVIA Figures_Part 24 of 34	01	May 2024
5.3.18.25	APP-130	Chapter 18 SLVIA Figures_Part 25 of 34	01	May 2024
5.3.18.26	APP-131	Chapter 18 SLVIA Figures_Part 26 of 34	01	May 2024
5.3.18.27	APP-132	Chapter 18 SLVIA Figures_Part 27 of 34	01	May 2024
5.3.18.28	APP-133	Chapter 18 SLVIA Figures_Part 28 of 34	01	May 2024
5.3.18.29	APP-134	Chapter 18 SLVIA Figures_Part 29 of 34	01	May 2024
5.3.18.30	APP-135	Chapter 18 SLVIA Figures_Part 30 of 34	01	May 2024
5.3.18.31	APP-136	Chapter 18 SLVIA Figures_Part 31 of 34	01	May 2024
5.3.18.32	APP-137	Chapter 18 SLVIA Figures_Part 32 of 34	01	May 2024
5.3.18.33	APP-138	Chapter 18 SLVIA Figures_Part 33 of 34	01	May 2024
5.3.18.34	APP-139	Chapter 18 SLVIA Figures_Part 34 of 34	01	May 2024
5.3.19	APP-140	Chapter 19 Human Health Figures	01	May 2024
5.3.20	APP-141	Chapter 20 Socio-economics Tourism and Recreation Figures	01	May 2024
5.3.23	APP-142	Chapter 23 Summary_Generation and Transmission Assets Assessment Figures	01	May 2024
5.4	APP-143	Scoping Report and Scoping Opinion	01	May 2024
5.5	[tbc – D6 update]	Schedule of Mitigation	07	April 2025
9.44	REP3-073	Impact Assessment of Proposed Morecambe Bay Windfarm Against Selected Instrument Flight Procedures	01	January 2025

9.66	[tbc – D6 update]	VHF, UHF, and DF Safeguarding Assessment	02	April 2025
Outline plans and documents				
6.2	REP5a-023	Outline Project Environmental Management Plan	05	April 2025
6.3	REP5a-025	Outline Fisheries Liaison and Co-Existence Plan	05	April 2025
6.4	[tbc – D6 update]	In Principle Monitoring Plan	06	April 2025
6.5	[tbc – D6 update]	Draft Marine Mammal Mitigation Protocol	06	April 2025
6.6	REP5-030	Outline Offshore Operation and Maintenance Plan	03	March 2025
6.7	REP5-032	Outline Port Access and Transport Plan	02	March 2025
6.8	REP5-034	Outline Scour Protection and Cable Protection Plan	03	March 2025
6.9	REP5a-031	Outline Vessel Traffic Management Plan	05	April 2025
6.10	REP5-038	Outline Offshore Written Scheme of Investigation	02	March 2025
6.11	REP5-040	Outline Skills and Employment Plan	02	March 2025
9.32	REP5a-042	Outline Underwater Sound Management Strategy	04	April 2025
9.49	[tbc – D6 update]	Outline Construction Method Statement	03	April 2025
Other Examination Documents				
3.5	[tbc – D6 update]	Spirit and Harbour Protective Provisions Plan	03	April 2025

EXPLANATORY NOTE

(This note is not part of the Order)

This Order grants development consent for, and authorises the construction, operation and maintenance of, an offshore wind farm generating station located approximately 30km from the Lancashire coast of England, together with associated development. This Order imposes requirements in connection with the development.

A copy of the plans referred to in this Order and certified in accordance with article 12 (certification of documents and plans, etc.) may be inspected free of charge at the offices of Morecambe Offshore Windfarm Ltd (company registration number: SC734062) at Hobart House, 80 Hanover Street, Edinburgh, EH2 1EL.