

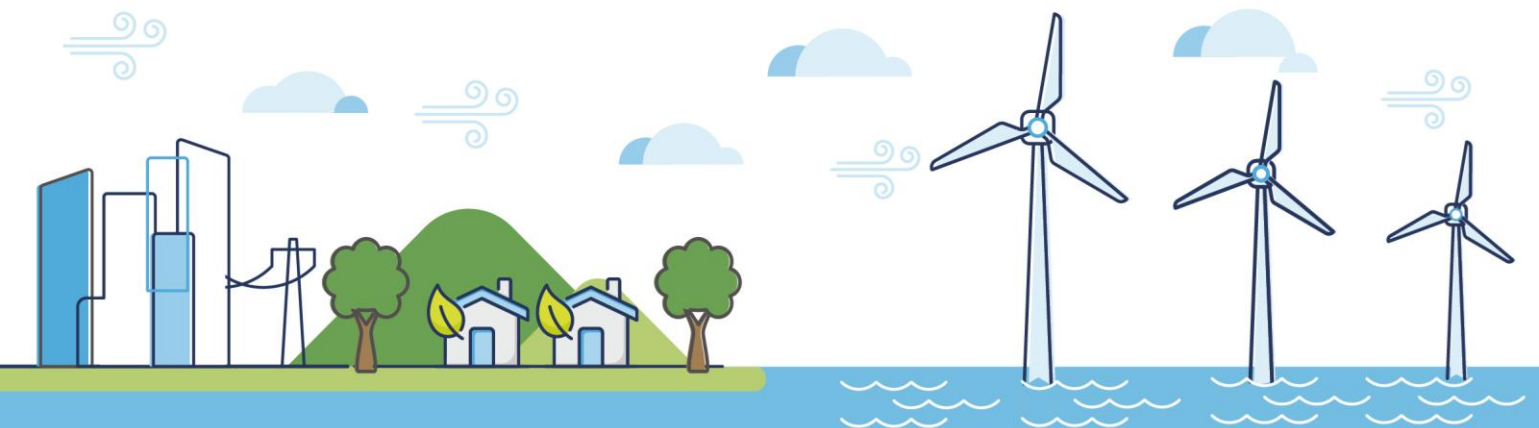
# **Morecambe Offshore Windfarm: Generation Assets**

## **The Applicant's Response to Secretary of State Letter and Request for Information (Consultation 3) – Question 10 Commercial Negotiations and Agreements**

### **Appendix A: Spirit Energy Draft Protective Provisions**

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## Appendix A.1: Draft Protective Provisions

## PART 3

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

#### Application

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

#### Interpretation

2. In this Part of this Schedule—

“additional costs” means any additional costs reasonably and properly incurred and evidenced by the licensee in carrying out the licensee’s operations as a result of impaired helicopter access caused by the construction, operation or decommissioning of the authorised development, but excluding consequential loss;

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

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

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

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

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

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

“consequential loss” means—

(a) any consequential, special or indirect loss under English law; or

(b) the following irrespective of whether direct, indirect, special or consequential loss—

(i) loss or damage arising out of any delay, postponement, interruption or loss of production of hydrocarbons, any inability to produce, process or deliver hydrocarbons or any loss of or anticipated loss of use, profit or revenue;

(ii) loss or damage incurred or liquidated or pre-estimated damages of any kind whatsoever borne or payable under any contract for sale, exchange, transportation, processing, storage or other disposal of hydrocarbons;

(iii) losses associated with business interruption including the costs of overheads incurred during business interruption;

(iv) loss of bargain, contract, expectation or opportunity; or

(v) any other loss or anticipated loss or damage whatsoever in the nature of or consequential upon the foregoing, in either case (a) or (b) above howsoever caused or arising whether under contract, by virtue of any fiduciary duty, in tort or delict (including negligence), as a

consequence of breach of any duty (statutory or otherwise) or under any other legal doctrine or principle whatsoever whether or not recoverable at common law or in equity and whether or not foreseeable at the date stated in article 1 (citation and commencement) of this Order;

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

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

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

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

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

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

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

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

“hydrocarbon free” means the process has been completed to remove all production hydrocarbon hazards;

“interim to enduring aviation buffer change date” means the earlier of: (a) the date CPC is hydrocarbon free; or (b) the longstop date;

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

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

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

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

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

“licensee’s operations” means exploration, appraisal, development, production, transportation, maintenance, repair, replacement, interventions or decommissioning activity in accordance with and pursuant to the licence;

“longstop date” means 1 January 2031;

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

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

“pipeline” means—

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

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

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

“pipeline and cable proximity area” means the area five hundred meters (500m) either side and directly above the pipeline and cable measured from the centre line of the pipeline and cable, shown edged pink and annotated on the Spirit Protective Provisions Plan;

“Spirit Protective Provisions Plan” means the plan certified as the Spirit 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;

“transition piece” means such part of a wind turbine generator foundation or transition piece which shall protrude from the water to a maximum of 30 metres above sea level;

“well buffer zone” means a two hundred metre (200m) radius buffer zone around each legacy wells DP3 (C1-5), 110/8-2 and 110/8a-C5 Relief shown edged with a grey line and annotated as the well buffer zones on the MNZ Protective Provisions Plan;

“wind turbine generator” or “WTG” means Work No. 1(a) forming Part 1 of Schedule 1 to this Order but excluding foundations and transition pieces;

“WTG and OSP aviation interim buffer zone” means an area of three point seven two nautical miles (3.72 nm) of airspace measured from each of the AP-1 helideck and DP-1 helideck in all directions and extending vertically from mean sea level shown edged dark blue and annotated as the WTG and OSP aviation interim buffer zone on the Spirit Protective Provisions Plan;

“WTG and OSP aviation enduring buffer zone” means an area of one point nine nautical miles (1.9 nm) of airspace measured from each of the AP-1 helideck and DP-1 helideck in all directions and extending vertically from mean sea level shown edged light blue and annotated as the WTG and OSP aviation enduring buffer zone on the Spirit Protective Provisions Plan;

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

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

### **Restriction on authorised development**

3.—(1) No wind turbine generator, inter-array cables (other than crossings by inter-array cables of the pipeline and cable proximity area), offshore substation platform or temporary surface infrastructure shall be erected in the pipeline and cable proximity area, the WTG and OSP marine buffer zone or the WTG marine corridor unless otherwise agreed in writing between the licensee and the undertaker until (only in the case of the WTG and OSP marine buffer zone and the WTG marine corridor) after the O&G Decommissioning Date.

(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.

(3) No wind turbine generator or offshore substation platform shall be erected in the WTG and OSP aviation interim buffer zone unless otherwise agreed in writing between the licensee and the undertaker until after the interim to enduring aviation buffer change date.

(4) No foundations or transition pieces shall be erected in the WTG and OSP aviation interim buffer zone unless otherwise agreed between the licensee and the undertaker until after the earlier of the date of COP for CPC or 1 July 2030.

(5) No wind turbine generator, inter array cables, offshore substation platform or temporary surface infrastructure shall be erected in the WTG and OSP aviation enduring buffer zone unless otherwise agreed in writing between the licensee and the undertaker until after the O&G Decommissioning Date.

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

### **Simultaneous operations**

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

### **Cooperation**

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

6. Without prejudice to any other rights or obligations under this Part of this Schedule the licensee and the undertaker shall (to the extent not already shared prior to the date of this Order coming into force) as soon as reasonably practicable following a request provide to the other programme information in relation to their development and decommissioning proposals and activities within or adjacent to the Order limits or any buffer zone (including in the case of the licensee the anticipated date of COP for CPC and the date CPC is hydrocarbon free) and from time to time keep each other informed of any revisions to the previously provided programme 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 the O&G Decommissioning Date.

### **Costs**

7.—(1) Subject to the terms of this paragraph, the undertaker must reimburse the licensee for any additional costs.

(2) The licensee must, as soon as reasonably practicable after incurring any additional costs pursuant to sub-paragraph (1) above, serve the undertaker with an itemised invoice or claim for the additional costs.



(3) Within 28 days of receipt of an itemised invoice or claim, the undertaker must— (a) approve the amount of additional costs specified in the itemised invoice or claim; or (b) dispute the amount of additional costs specified in the itemised invoice or claim (or that the licensee has not used reasonable endeavours to mitigate or minimise any such additional costs) and notify the licensee that the undertaker will (if not resolved amicably pursuant to paragraph 1(2) of Schedule 5 to the Order) refer the matter to arbitration pursuant to paragraph 8 of this Part of this Schedule.

(4) Save where otherwise agreed in writing between the undertaker and the licensee, the undertaker must thereafter pay to the licensee the additional costs within 28 days of approving the amount of additional costs pursuant to sub-paragraph (3)(a) above or final decision and award of additional costs pursuant to arbitration.

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

(6) The aggregate cap of the undertaker's gross liability to pay compensation under the terms of this Part and Part 4 of this Schedule in respect of any additional costs which the licensee (and the licensee under Part 4) has incurred is limited to [£•] for all claims of compensation.

### **Arbitration**

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

## PART 4

### For the protection of the Calder duty holder

#### Application

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

#### Interpretation

2. In this Part of this Schedule—

“additional costs” means any additional costs reasonably and properly incurred and evidenced by the duty holder in carrying out the duty holder’s operations as a result of impaired helicopter access caused by the construction, operation or decommissioning of the authorised development, but excluding consequential loss;

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

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

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

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

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

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

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

“consequential loss” means—

(a) any consequential, special or indirect loss under English law; or

(b) the following irrespective of whether direct, indirect, special or consequential loss—

(i) loss or damage arising out of any delay, postponement, interruption or loss of production of hydrocarbons, any inability to produce, process or deliver hydrocarbons or any loss of or anticipated loss of use, profit or revenue;

(ii) loss or damage incurred or liquidated or pre-estimated damages of any kind whatsoever borne or payable under any contract for sale, exchange, transportation, processing, storage or other disposal of hydrocarbons;

(iii) losses associated with business interruption including the costs of overheads incurred during business interruption;

(iv) loss of bargain, contract, expectation or opportunity; or

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

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

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

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

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

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

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

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

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

“O&G decommissioning date” means the date on which Offshore Petroleum Regulator for Environment and Decommissioning (or any successor body) confirms acceptance of the close-out reports for the decommissioning of Harbour Energy’s assets under the licence;

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

“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 Protective Provisions Plan, together with any associated umbilicals, plant and equipment serving those pipelines;

“pipeline and cable proximity area” means the area five hundred meters (500m) either side and directly above the pipeline and cable measured from the centre line of the pipeline and cable, shown edged pink and annotated and shown as the pipeline and cable proximity area on the Spirit Protective Provisions Plan;

“Spirit Protective Provisions Plan” means the plan certified as the Spirit 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;

“transition piece” means such part of a wind turbine generator foundation or transition piece which shall protrude from the water to a maximum of 30 metres above sea level;

“wind turbine generator” or “WTG” means Work No. 1(a) forming Part 1 of Schedule 1 to this Order excluding foundations and transition pieces;

“WTG and OSP aviation interim buffer zone” means an area of three point seven two nautical miles (3.72 nm) of airspace measured from the Calder helideck in all directions and extending vertically from mean sea level shown edged dark blue and annotated as the WTG and OSP aviation interim buffer zone on the Spirit Protective Provisions Plan;

“WTG and OSP marine buffer zone” means an area of one nautical mile (1 nm) of sea space measured from the North East corner of the Calder Platform in all directions shown edged in light green and annotated as the WTG and OSP marine buffer zone on the Spirit Protective Provisions Plan; and

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

### **Restriction on authorised development**

3.—(1) No wind turbine generator, inter-array cables (other than crossings by inter-array cables in the pipeline and cable proximity area), offshore substation platform or temporary surface infrastructure shall be erected in the pipeline and cable proximity area, the WTG and OSP marine buffer zone or the WTG marine corridor unless otherwise agreed in writing between the duty holder and the undertaker until (only in the case of the WTG and OSP marine buffer zone and the WTG marine corridor) after the O&G Decommissioning Date.

(2) In the case of temporary surface infrastructure the duty holder 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.

(3) No wind turbine generator, offshore substation platform or temporary surface infrastructure shall be erected in the WTG and OSP aviation interim buffer zone unless otherwise agreed in writing between the duty holder and the undertaker until after 1 January 2029.

### **Simultaneous operations**

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

### **Cooperation**

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

### **Costs**

6.—(1) Subject to the terms of this paragraph, the undertaker must reimburse the duty holder for any additional costs.

(2) The duty holder must, as soon as reasonably practicable after incurring any additional costs pursuant to sub-paragraph (1) above, serve the undertaker with an itemised invoice or claim for the additional costs.

(3) Within 28 days of receipt of an itemised invoice or claim, the undertaker must— (a) approve the amount of additional costs specified in the itemised invoice or claim; or (b) dispute the amount of additional costs specified in the itemised invoice or claim (or that the duty holder has not used reasonable endeavours to mitigate or minimise any such additional costs) and notify the duty holder that the undertaker will (if not resolved amicably pursuant to paragraph 1(2) of Schedule 5 to the Order) refer the matter to arbitration pursuant to paragraph 7 of this Part of this Schedule.

(4) Save where otherwise agreed in writing between the undertaker and the duty holder, the undertaker must thereafter pay to the duty holder the additional costs within 28 days of approving the amount of additional costs pursuant to sub-paragraph (3)(a) above or final decision and award of additional costs pursuant to arbitration.

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

(6) The aggregate cap of the undertaker's gross liability to pay compensation under the terms of this Part and Part 3 of this Schedule in respect of any additional costs which the duty holder (and the licensee under Part 3) has incurred is limited to [£•] for all claims of compensation.

### **Arbitration**

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

## PART 5

For the protection of the MNZ licence holder

### Application

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

### Interpretation

2. In this Part of this Schedule—

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

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

“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;

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

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

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

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

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

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

“pipeline” means—

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

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

Shown dark green and annotated as CPC to DP3 on the MNZ Protective Provisions Plan, together with any associated umbilicals, plant and equipment serving those pipelines;

“pipeline and cable proximity area” means the area five hundred meters (500m) either side and directly above the pipeline and cable measured from the centre line of the pipeline and cable,

shown edged pink and annotated and shown as the pipeline and cable proximity area on the MNZ Protective Provisions Plan;

“proposed CCS injection platform” means the licensee’s proposed injection platform, to be located in the position marked “SM W 2” shown with a red circle edged black and annotated as SM W 2 on the MNZ Protective Provisions Plan;

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

“well buffer zone” means a two hundred metre (200 m) radius buffer zone around legacy wells DP3 (C1-5), 110/8-2 and 110/8a-C5 Relief shown edged with a grey line and annotated as the well buffer zones on the MNZ Protective Provisions Plan;

“well cable buffer zone” means a two hundred metre (200 m) radius buffer zone around the legacy wells shown edged with a grey line and annotated as the well cable buffer zones on the MNZ Protective Provisions Plan;

“wind turbine generator” or “WTG” means Work No. 1(a) forming Part 1 of Schedule 1 to this Order but excluding foundations and transition pieces;

“WTG and OSP aviation CCS enduring buffer zone” means an area of one point nine nautical miles (1.9 nm) of airspace measured from the proposed CCS injection platform in all directions and extending vertically from mean sea level shown edged blue and annotated as the WTG and OSP aviation CCS enduring buffer zone on the MNZ Protective Provisions Plan;

“WTG and OSP marine CCS buffer zone” means an area of one point five nautical miles (1.5 nm) of sea space measured from the proposed CCS injection platform in all directions and extending vertically from mean sea level shown edged in light green and annotated as the WTG and OSP CCS marine buffer zone on the MNZ Protective Provisions Plan;

### **Restriction on authorised development**

3.—(1) No wind turbine generator, inter-array cables (other than crossings by inter-array cables of the pipeline and cable proximity area), offshore substation platform or temporary surface infrastructure shall be erected in the pipeline and cable proximity area or the WTG and OSP marine CCS buffer zone unless otherwise agreed in writing 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 or the WTG and OSP marine CCS buffer by a statutory consultee.

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

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

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

### **Simultaneous operations**

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

**Cooperation**

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

6. Without prejudice to any other rights or obligations under this Part of this Schedule the licensee and the undertaker shall as soon as reasonably practicable following a request provide to the other programme information in relation to their development proposals and activities within or adjacent to the Order limits or any buffer zone and from time to time keep each other informed of any revisions to the previously provided programme 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.

**Arbitration**

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



## Appendix A.2: Draft Protective Provisions Comparisons to D6 Versions

## PART 3

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

#### Application

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

#### Interpretation

2. In this Part of this Schedule—

“additional costs” means any additional costs reasonably and properly incurred and evidenced by the licensee in carrying out the licensee’s operations as a result of impaired helicopter access caused by the construction, operation or decommissioning of the authorised development, but excluding consequential loss;

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

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

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

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

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

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

“consequential loss” means—

(a) any consequential, special or indirect loss under English law; or

(b) the following irrespective of whether direct, indirect, special or consequential loss—

(i) loss or damage arising out of any delay, postponement, interruption or loss of production of hydrocarbons, any inability to produce, process or deliver hydrocarbons or any loss of or anticipated loss of use, profit or revenue;

(ii) loss or damage incurred or liquidated or pre-estimated damages of any kind whatsoever borne or payable under any contract for sale, exchange, transportation, processing, storage or other disposal of hydrocarbons;

(iii) losses associated with business interruption including the costs of overheads incurred during business interruption;

(iv) loss of bargain, contract, expectation or opportunity; or

(v) any other loss or anticipated loss or damage whatsoever in the nature of or consequential upon the foregoing, in either case (a) or (b) above howsoever caused or arising whether under contract, by virtue of any fiduciary duty, in tort or delict (including negligence), as a consequence of breach of any duty (statutory or otherwise) or under any other legal doctrine or principle whatsoever whether or not recoverable at

common law or in equity and whether or not foreseeable at the date stated in article 1 (citation and commencement) of this Order;

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

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

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

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

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

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

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

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

“hydrocarbon free” means the process has been completed to remove all production hydrocarbon hazards;

“interim to enduring aviation buffer change date” means the earlier of: (a) the date CPC is hydrocarbon free; or (b) the longestop date;

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

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

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

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

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

“licensee’s operations” means exploration, appraisal, development, production, transportation, maintenance, repair, replacement, interventions or decommissioning activity in accordance with and pursuant to the licence;

“longstop date” means 1 January 2031;

“offshore substation platform” or “OSP” means Work No. 2(a) forming Part 1 of Schedule 1 to this Order ~~but~~ excluding foundations and transition pieces;

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

“pipeline” means—

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

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

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

“pipeline and cable proximity area” means the area five hundred meters (500m) either side and directly above the pipeline and cable ~~shown shaded yellow~~ measured from the centre line of the pipeline and cable, shown edged pink and annotated ~~as the Pipeline and Cable Proximity Area~~ on the Spirit ~~Licence~~-Protective Provisions Plan;

“Spirit ~~Licence~~-Protective Provisions Plan” means the plan certified as the Spirit ~~Licence~~-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;

“transition piece” means such part of a wind turbine generator foundation or transition piece which shall protrude from the water to a maximum of 30 metres above sea level;

“well buffer zone” means a ~~one nautical mile (1 nm)~~ two hundred metre (200m) radius buffer zone around each legacy wells DP3 (C1-5), 110/8-2 and 110/8a-C5 Relief shown edged with a ~~dashed black~~ grey line and annotated as the well buffer zones on the ~~Spirit Licence~~ MNZ Protective Provisions Plan;

“wind turbine generator” or “WTG” means Work No. 1(a) ~~from~~ forming Part 1 of Schedule 1 to this Order ~~but including~~ excluding foundations and transition pieces;

“WTG and OSP aviation interim buffer zone” means an area of three point seven ~~six~~ two nautical miles (3.762 nm) of ~~unobstructed~~ airspace measured from each of the AP-1 helidecks and DP-1 helideck in all directions and extending vertically from mean sea level shown ~~to its southern extent shaded~~ edged dark blue and ~~edged grey and~~ annotated as the WTG and OSP aviation interim buffer zones on the Spirit ~~licence~~-Protective Provisions Plan;

“WTG and OSP aviation enduring buffer zone” means an area of one point nine nautical miles (1.9 nm) of airspace measured from each of the AP-1 helideck and DP-1 helideck in all directions and extending vertically from mean sea level shown edged light blue and annotated as the WTG and OSP aviation enduring buffer zone on the Spirit Protective Provisions Plan;

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

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

### Restriction on authorised development

3.—(1) No wind turbine generator, inter-array cables (other than crossings by inter-array cables of the pipeline and cable proximity area), offshore substation platform or temporary surface infrastructure shall be erected in the pipeline and cable proximity area, ~~any~~ the WTG and OSP marine buffer zone or the WTG marine corridor unless otherwise agreed in writing between the licensee and the undertaker until (only in the case of the WTG and OSP marine buffer zone and the WTG marine corridor) after the O&G Decommissioning Date.

~~(2) No vessel or surface infrastructure in transit by or attributable to the undertaker or its agents or contractors in~~

~~exercising the power of this Order shall pass within one nautical mile (1 nm) of any of the helidecks at any time~~

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

(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.

(3) No wind turbine generator or offshore substation platform shall be erected in the WTG and OSP aviation interim buffer zone unless otherwise agreed in writing between the licensee and the undertaker until after the interim to enduring aviation buffer change date.

(4) No foundations or transition pieces shall be erected in the WTG and OSP aviation interim buffer zone unless otherwise agreed between the licensee and the undertaker until after the earlier of the date of COP for CPC or 1 July 2030.

~~(35)~~ No wind turbine generator, inter array cables, offshore substation platform or temporary surface infrastructure shall be erected in ~~any of~~ the WTG and OSP aviation enduring buffer zones unless otherwise agreed in writing between the licensee and the undertaker until after the O&G Decommissioning Date.

~~(46)~~ No wind turbine generator, inter-array cables, offshore substation platform or temporary surface infrastructure shall be erected in any well buffer zone unless otherwise agreed in writing between the licensee and the undertaker.

### **Simultaneous operations**

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

### **Cooperation**

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

### **~~Financial security arrangements~~**

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

6. Without prejudice to any other rights or obligations under this Part of this Schedule the licensee and the undertaker shall (to the extent not already shared prior to the date of this Order coming into force) as soon as reasonably practicable following a request provide to the other programme information in relation to their development and decommissioning proposals and activities within or adjacent to the Order limits or any buffer zone (including in the case of the licensee the anticipated date of COP for CPC and the date CPC is hydrocarbon free) and from time to time keep each other informed of any revisions to the previously provided programme 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 the O&G Decommissioning Date.

## Costs

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

7.—(21) The Subject to the terms of this paragraph, the undertaker must reimburse the licensee for any additional costs.

(32) The licensee must, as soon as reasonably practicable after incurring any additional costs pursuant to sub-paragraph (21) above, serve the undertaker with an itemised invoice or claim for the additional costs.

(43) Within 1428 days of receipt of an itemised invoice or claim, the undertaker must— (a) approve the amount of additional costs specified in the itemised invoice or claim; or (b) dispute the amount of additional costs specified in the itemised invoice or claim (or that the licensee has not used reasonable endeavours to mitigate or minimise any such additional costs) and notify the licensee that the undertaker will (if not resolved amicably pursuant to paragraph 1(2) of Schedule 5 to the Order) refer the matter to arbitration pursuant to paragraph 98 of this Part of this Schedule.

(54) Save where otherwise agreed in writing between the undertaker and the licensee, the undertaker must thereafter pay to the licensee the additional costs within 28 days of approving the amount of additional costs pursuant to sub-paragraph (43)(a) above or final decision and award of additional costs pursuant to arbitration.

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

(6) The aggregate cap of the undertaker's gross liability to pay compensation under the terms of this Part and Part 4 of this Schedule in respect of any additional costs which the licensee (and the licensee under Part 4) has incurred is limited to [£•] for all claims of compensation.

## Indemnity

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

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

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

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

~~(d) consequential loss suffered by the licensee.~~

## **Arbitration**

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

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<b>Total Changes:</b>	132



## PART 4

### For the protection of the Calder duty holder

#### Application

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

#### Interpretation

2. In this Part of this Schedule—

“additional costs” means any additional costs reasonably and properly incurred and evidenced by the duty holder in carrying out the duty holder’s operations as a result of impaired helicopter access caused by the construction, operation or decommissioning of the authorised development, but excluding consequential loss;

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

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

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

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

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

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

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

“consequential loss” means—

(a) any consequential, special or indirect loss under English law; or

(b) the following irrespective of whether direct, indirect, special or consequential loss—

(i) loss or damage arising out of any delay, postponement, interruption or loss of production of hydrocarbons, any inability to produce, process or deliver hydrocarbons or any loss of or anticipated loss of use, profit or revenue;

(ii) loss or damage incurred or liquidated or pre-estimated damages of any kind whatsoever borne or payable under any contract for sale, exchange, transportation, processing, storage or other disposal of hydrocarbons;

(iii) losses associated with business interruption including the costs of overheads incurred during business interruption;

(iv) loss of bargain, contract, expectation or opportunity; or

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

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

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

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

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

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

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

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

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

“O&G decommissioning date” means the date on which Offshore Petroleum Regulator for Environment and Decommissioning (or any successor body) confirms acceptance of the close-out reports for the decommissioning of Harbour Energy’s assets under the licence;

“offshore substation platform” or “OSP” means Work No. 2(a) forming Part 1 of Schedule 1 to this Order ~~but~~ ~~in~~ ~~ex~~cluding foundations and transition pieces;

“pipeline” means—

(a) the ~~3~~ ~~1/2~~ Rivers onshore terminal to Calder chemical pipeline with pipeline reference number PL1965; and

(b) the ~~24~~ ~~1/2~~ Calder to Rivers onshore terminal gas pipeline with pipeline reference number PL1966

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

“pipeline and cable proximity area” means the area five hundred meters (500m) either side and directly above the pipeline and cable ~~shown shaded yellow~~ measured from the centre line of the pipeline and cable, shown edged pink and annotated and shown as the ~~P~~pipeline and ~~C~~cable ~~P~~proximity ~~A~~area on the ~~Calder Duty Holder Spirit~~ Protective Provisions Plan;

“~~Calder Duty Holder Spirit~~ Protective Provisions Plan” means the plan certified as the ~~Calder Duty Holder Spirit~~ 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;

“transition piece” means such part of a wind turbine generator foundation or transition piece which shall protrude from the water to a maximum of 30 metres above sea level;

“wind turbine generator” or “WTG” means Work No. 1(a) ~~from~~ forming Part 1 of Schedule 1 to this Order ~~in~~ ~~ex~~cluding foundations and transition pieces;

“WTG and OSP aviation interim buffer zone” means an area of three point seven ~~six~~ two nautical miles (3.7~~6~~2 nm) of ~~unobstructed~~ airspace measured from the Calder helideck in all directions and extending

vertically from mean sea level shown ~~shaded edged dark~~ blue and ~~edged grey and~~ annotated as the WTG and OSP aviation interim buffer zone on the ~~Calder Duty Holder~~Spirit Protective Provisions Plan;

“WTG and OSP marine buffer zone” means an area of one ~~point five~~ nautical mile (1.5 nm) of ~~unobstructed~~ sea space measured from the North East corner of the Calder Platform in all directions shown edged in light ~~blue~~green and annotated as the WTG and OSP marine buffer zone on the ~~Calder Duty Holder~~Spirit Protective Provisions Plan; and

“WTG marine corridor” means a one nautical mile (1 nm) wide corridor of ~~unobstructed~~ sea space between the Calder Platform and the AP-1 helideck shown edged in dark green and annotated as the WTG marine corridor on the ~~Calder Duty Holder~~Spirit Protective Provisions Plan.

### **Restriction on authorised development**

3.—(1) No wind turbine generator, inter-array cables (other than crossings by inter-array cables in the pipeline and cable proximity area), offshore substation platform or temporary surface infrastructure shall be erected in the pipeline and cable proximity area, the WTG and OSP marine buffer zone or the WTG marine corridor unless otherwise agreed in writing between the duty holder and the undertaker until (only in the case of the WTG and OSP marine buffer zone and the WTG marine corridor) after the O&G Decommissioning Date.

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

(3) No wind turbine generator, offshore substation platform or temporary surface infrastructure shall be erected in the WTG and OSP aviation interim buffer zone unless otherwise agreed in writing between the duty holder and the undertaker until after 1 January 2029.

### **Simultaneous operations**

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

### **Cooperation**

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

### **Financial security arrangements**

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

### **Costs**

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

6. (21) The Subject to the terms of this paragraph, the undertaker must reimburse the duty holder for any additional costs.

~~(32)~~ The duty holder must, as soon as reasonably practicable after incurring any additional costs pursuant to sub-paragraph ~~(21)~~ above, serve the undertaker with an itemised invoice or claim for the additional costs.

~~(43)~~ Within ~~1428~~ days of receipt of an itemised invoice or claim, the undertaker must— (a) approve the amount of additional costs specified in the itemised invoice or claim; or (b) dispute the amount of additional costs specified in the itemised invoice or claim (or that the duty holder has not used reasonable endeavours to mitigate or minimise any such additional costs) and notify the duty holder that the undertaker will (if not resolved amicably pursuant to paragraph 1(2) of Schedule 5 to the Order) refer the matter to arbitration pursuant to paragraph ~~97~~ of this Part of this Schedule.

~~(54)~~ Save where otherwise agreed in writing between the undertaker and the duty holder, the undertaker must thereafter pay to the duty holder the additional costs within 28 days of approving the amount of additional costs pursuant to sub-paragraph ~~(43)~~(a) above or final decision and award of additional costs pursuant to arbitration.

~~(65)~~ The duty holder must use reasonable endeavours to mitigate in whole or in part and to minimise any additional costs.

(6) The aggregate cap of the undertaker's gross liability to pay compensation under the terms of this Part and Part 3 of this Schedule in respect of any additional costs which the duty holder (and the licensee under Part 3) has incurred is limited to [£•] for all claims of compensation.

#### **Indemnity**

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

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

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

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

~~(d) consequential loss suffered by the duty holder.~~

### **Arbitration**

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

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<b>Total Changes:</b>	117

## PART 5

### For the protection of the MNZ licence holder

#### Application

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

#### Interpretation

2. In this Part of this Schedule—

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

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

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

~~“consequential loss” means —~~

~~(a) any consequential or indirect loss under English law; or~~

~~(b) the following irrespective of whether direct, indirect or consequential loss —~~

~~(i) loss or damage arising out of any delay, postponement, interruption or loss of containment of carbon dioxide, any inability to store, process or accept delivery of carbon dioxide or any loss of or anticipated loss of use, profit or revenue;~~

~~(ii) loss or damage incurred or liquidated or pre-estimated damages of any kind whatsoever borne or payable under any contract for sale, exchange, transportation, processing, storage or other disposal of carbon dioxide;~~

~~(iii) losses associated with business interruption including the costs of overheads incurred during business interruption;~~

~~(iv) loss of bargain, contract, expectation or opportunity; or~~

~~(v) any other loss or anticipated loss or damage whatsoever in the nature of or consequential upon the foregoing, in either case (a) or (b) above howsoever caused or arising whether under contract, by virtue~~

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

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

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

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

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

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

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

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

“pipeline” means—

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

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

~~Shown light~~dark green and annotated as CPC to DP3 on the MNZ Protective Provisions Plan, together with any associated umbilicals, plant and equipment serving those pipelines;

“pipeline and cable proximity area” means the area five hundred meters (500m) either side and directly above the pipeline and cable ~~shown shaded yellow~~measured from the centre line of the pipeline and cable, shown edged pink and annotated and shown as the ~~P~~pipeline and ~~C~~cable ~~P~~proximity ~~A~~area on the MNZ Protective Provisions Plan;

“proposed CCS injection platform” means the licensee’s proposed injection platform, to be located in the position marked “SM W 2” shown with a red circle edged black and annotated as SM W 2 on the MNZ Protective Provisions Plan;

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

“well buffer zone” means a ~~one nautical mile (1 nm)~~two hundred metre (200 m) radius buffer zone around ~~each of the~~ legacy wells DP3 (C1-5), 110/8-2 and 110/8a-C5 Relief shown edged with a ~~dashed black~~grey line and annotated as the well buffer zones on the MNZ Protective Provisions Plan;



“well cable buffer zone” means a two hundred metre (200 m) radius buffer zone around the legacy wells shown edged with a ~~dashed red~~grey line and annotated as the well cable buffer zones on the MNZ Protective Provisions Plan;

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

“WTG and OSP aviation CCS enduring buffer zone” means an area of ~~three~~one point ~~seven six~~nine nautical miles (~~3.76~~1.9 nm) of ~~unobstructed~~ airspace measured from the proposed CCS injection platform in all directions and extending vertically from mean sea level shown ~~to its southern extent shaded edged~~ blue and ~~edged grey and~~ annotated as the WTG and OSP aviation CCS enduring buffer zone on the MNZ Protective Provisions Plan;

“WTG and OSP marine CCS buffer zone” means an area of one point five nautical miles (1.5 nm) of ~~unobstructed~~ sea space measured from the proposed CCS injection platform in all directions and extending vertically from mean sea level shown edged in light bluegreen and annotated as the WTG and OSP CCS marine buffer zone on the MNZ Protective Provisions Plan;

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

### Restriction on authorised development

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

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

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

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

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

### Simultaneous operations

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

### Cooperation

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

6. Without prejudice to any other rights or obligations under this Part of this Schedule the licensee and the undertaker shall as soon as reasonably practicable following a request provide to the other programme information in relation to their development proposals and activities within or adjacent to the Order limits or any buffer zone and from time to time keep each other informed of any revisions to the previously provided programme 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.

#### **Financial security arrangements**

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

#### **Costs**

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

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

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

~~(4) Within 14 days of receipt of an itemised invoice or claim, the undertaker must—(a) approve the amount of additional costs specified in the itemised invoice or claim; or (b) dispute the amount of additional costs specified in the itemised invoice or claim (or that the licensee has not used reasonable endeavours to mitigate or minimise any such additional costs) and refer the matter to arbitration pursuant to paragraph 9 of this Part of this Schedule.~~

~~(5) Save where otherwise agreed in writing between the undertaker and the licensee, the undertaker must thereafter pay to the licensee the additional costs within 28 days of approving the amount of~~

~~additional costs pursuant to sub paragraph (4)(a) above or final decision and award of additional costs pursuant to arbitration.~~

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

### **Indemnity**

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

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

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

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

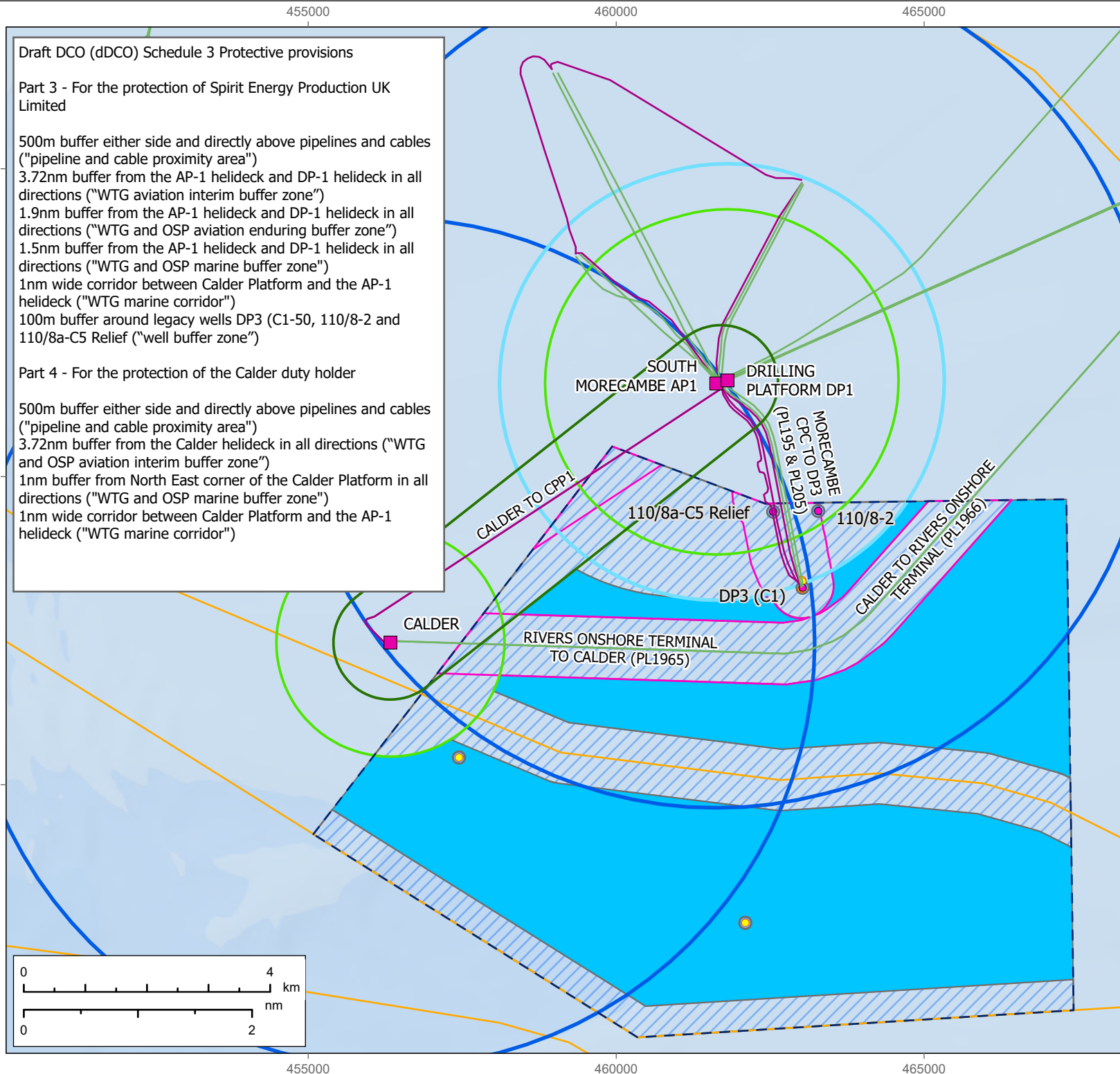
~~(d) consequential loss suffered by the licensee.~~

### **Arbitration**

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

<b>Summary report:</b> <b>Litera Compare for Word 11.8.0.56 Document comparison done on</b> <b>17/10/2025 17:53:16</b>	
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## Appendix A.3: Draft Protective Provisions Plans



**Draft DCO (dDCO) Schedule 3 Protective provisions**

**Part 3 - For the protection of Spirit Energy Production UK Limited**

500m buffer either side and directly above pipelines and cables ("pipeline and cable proximity area")  
3.72nm buffer from the AP-1 helideck and DP-1 helideck in all directions ("WTG aviation interim buffer zone")  
1.9nm buffer from the AP-1 helideck and DP-1 helideck in all directions ("WTG and OSP aviation enduring buffer zone")  
1.5nm buffer from the AP-1 helideck and DP-1 helideck in all directions ("WTG and OSP marine buffer zone")  
1nm wide corridor between Calder Platform and the AP-1 helideck ("WTG marine corridor")  
100m buffer around legacy wells DP3 (C1-50, 110/8-2 and 110/8a-C5 Relief ("well buffer zone")

**Part 4 - For the protection of the Calder duty holder**

500m buffer either side and directly above pipelines and cables ("pipeline and cable proximity area")  
3.72nm buffer from the Calder helideck in all directions ("WTG and OSP aviation interim buffer zone")  
1nm buffer from North East corner of the Calder Platform in all directions ("WTG and OSP marine buffer zone")  
1nm wide corridor between Calder Platform and the AP-1 helideck ("WTG marine corridor")



- LEGEND**
- Morecambe Offshore Windfarm site
  - Constrained area
  - Unconstrained area
  - Pipeline and cable proximity area
  - WTG and OSP aviation interim buffer zone
  - WTG and OSP aviation enduring buffer zone
  - WTG and OSP marine buffer zone
  - WTG Marine Corridor
  - Well buffer zone / Well cable buffer zone
  - Platform
  - Spirit legacy and relief well locations
  - Legacy wells
  - Pipelines & umbilicals
  - Power cable
  - Telecoms cable

Data:  
NSTA, MMO  
Esri, HERE, Garmin, USGS  
Esri, HERE  
OceanWise, Esri, Garmin, NaturalVue

**PROJECT:** MORECAMBE OFFSHORE WINDFARM: GENERATION ASSETS

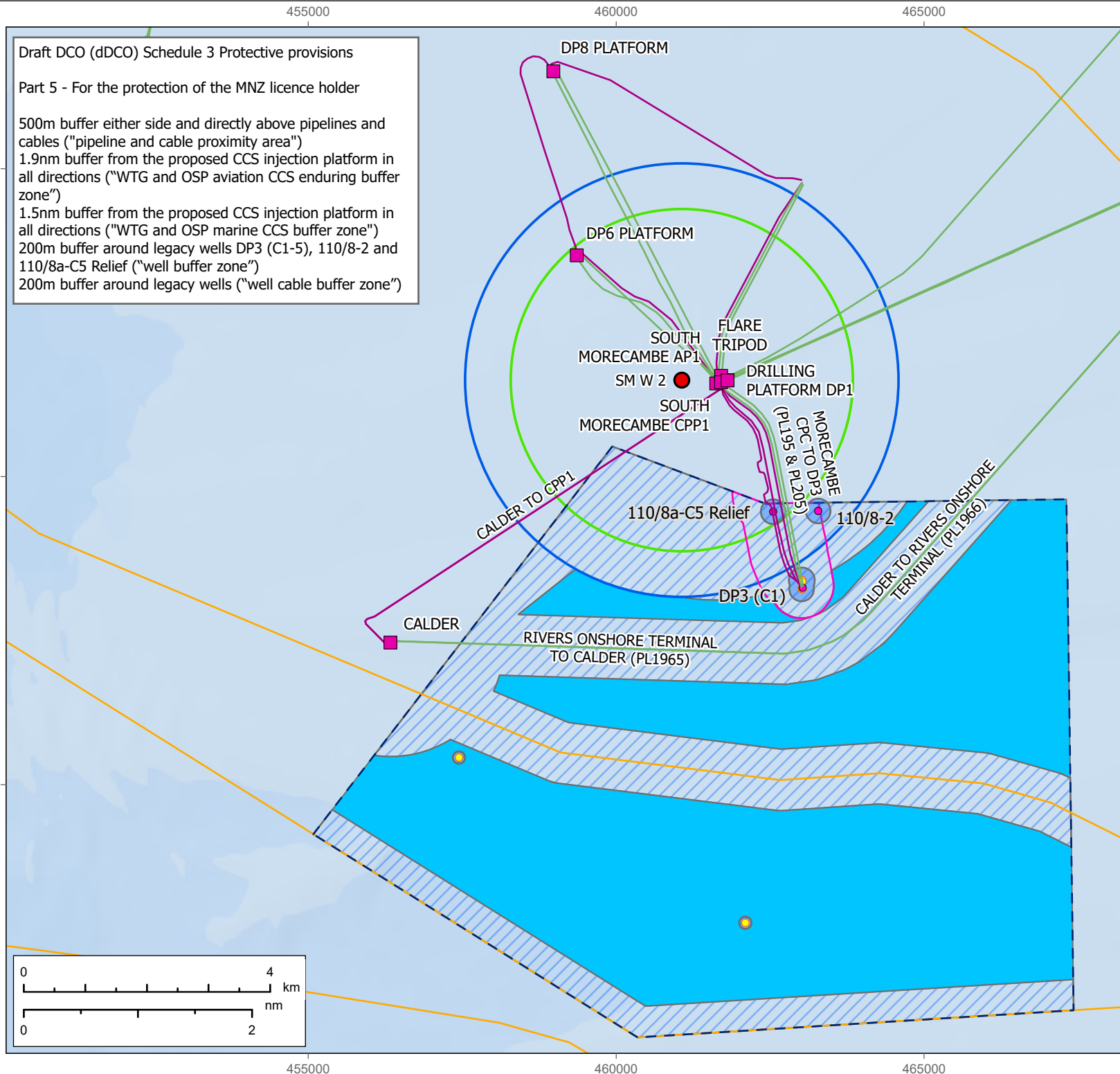
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REV	DATE	COMMENTS	DRAWN	CHECKED
001	17/10/2025		SWM	OG
				OG
				OG

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DRAWING: FLO-MOR-GIS-MAP038-V2-Protective Provisions-Rev001

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Draft DCO (dDCO) Schedule 3 Protective provisions

Part 5 - For the protection of the MNZ licence holder

500m buffer either side and directly above pipelines and cables ("pipeline and cable proximity area")

1.9nm buffer from the proposed CCS injection platform in all directions ("WTG and OSP aviation CCS enduring buffer zone")

1.5nm buffer from the proposed CCS injection platform in all directions ("WTG and OSP marine CCS buffer zone")

200m buffer around legacy wells DP3 (C1-5), 110/8-2 and 110/8a-C5 Relief ("well buffer zone")

200m buffer around legacy wells ("well cable buffer zone")



**LEGEND**

- Morecambe Offshore Windfarm site
- Unconstrained area
- Constrained area
- Pipeline and cable proximity area
- WTG and OSP aviation CCS enduring buffer zone
- WTG and OSP marine CCS buffer zone
- Proposed CCS injection platform
- Platform
- Wells
- Legacy wells
- Spirit legacy and relief well locations
- Well buffer zone / Well cable buffer zone
- Pipelines & umbilicals
- Power cable
- Telecoms cable

Data:  
NSTA, MMO  
Esri, HERE, Garmin, USGS  
Esri, HERE  
OceanWise, Esri, Garmin, NaturalVue


PROJECT: **MORECAMBE OFFSHORE WINDFARM: GENERATION ASSETS**

TITLE: **MNZ Protective Provisions Plan**

REV	DATE	COMMENTS	DRAWN	CHECKED
001	29/09/2025		SK	OG
002	10/10/2025		SK	OG
003	17/10/2025		SWM	OG

ARGIS REF: FLO\_MOR\_GIS\_PRJ001\_MOR\_GenDCO\_PP\_Rev001  
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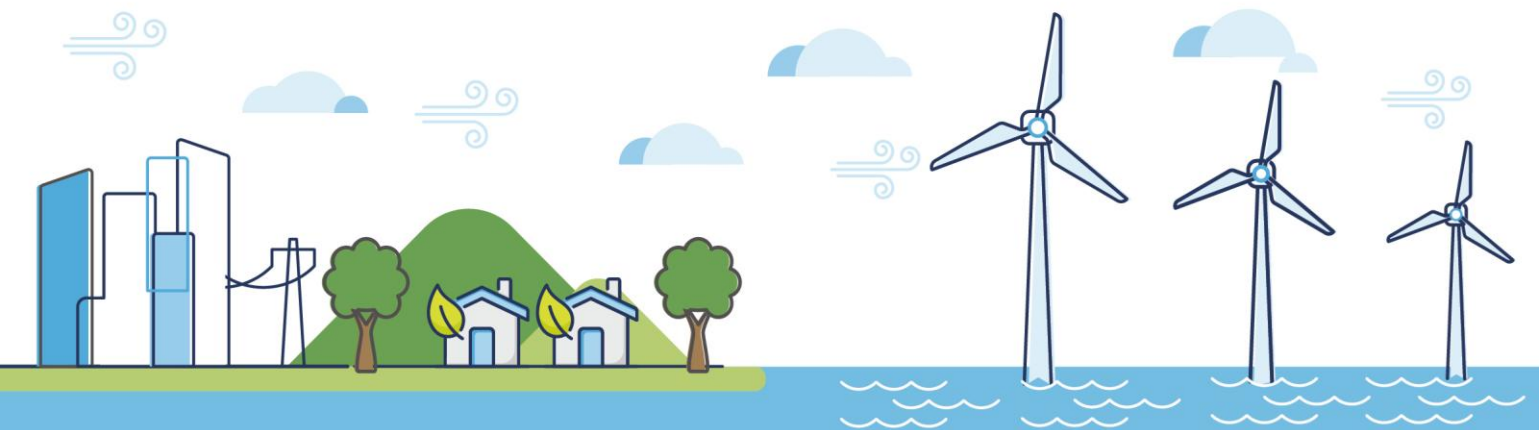
 **MORECAMBE**

# **Morecambe Offshore Windfarm: Generation Assets**

## **The Applicant's Response to Secretary of State Letter and Request for Information (Consultation 3) – Question 10 Commercial Negotiations and Agreements**

Document Reference: 10.3

Rev 01





## Document History

<b>Doc No</b>	MOR001-CON-ENV-NOT-0088	<b>Rev</b>	01
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Rev	Date	Doc Status	Originator	Reviewer	Approver	Modifications
01	17 October 2025	Approved for Use	Morecambe Offshore Windfarm Ltd	Morecambe Offshore Windfarm Ltd	Morecambe Offshore Windfarm Ltd	n/a

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## Glossary of Acronyms

CCS	Carbon Capture and Storage
CoP	Cessation of Production
CPC	Central Processing Complex
CPP1	Central Processing Platform 1
DCO	Development Consent Order
EIA	Environmental Impact Assessment
ExA	Examining Authority
FEED	Front End Engineering Design
HAT	Highest Astronomical Tide
HRA	Habitats Regulations Assessment
MNZ	Morecambe Net Zero
PINS	Planning Inspectorate
RIAA	Report to Inform Appropriate Assessment
RIES	Report on the Implications for European Sites
RTD	Red-throated Diver
SAC	Special Area of Conservation
SoS	Secretary of State
SPA	Special Protection Area
TCE	The Crown Estate
WTG	Wind Turbine Generator

## Glossary of Unit Terms

km	kilometre
m <sup>2</sup>	square metre
MW	megawatt
nm	nautical mile

## Glossary of Terminology

Agreement for Lease (AfL)	Agreements under which seabed rights are awarded following the completion of The Crown Estate tender process.
Applicant	Morecambe Offshore Windfarm Ltd.
Application	This refers to the Applicant's application for a Development Consent Order (DCO). An application consists of a series of documents and plans which are published on the Planning Inspectorate's (PINS) website.
Generation Assets (the Project)	Generation assets associated with the Morecambe Offshore Windfarm. This is infrastructure in connection with electricity production, namely the fixed foundation wind turbine generators (WTGs), inter-array cables, offshore substation platform(s) (OSP(s)) and possible platform link cables to connect OSP(s).
The Planning Inspectorate	The agency responsible for operating the planning process for Nationally Significant Infrastructure Projects.
Windfarm site	The area within which the WTGs, inter-array cables, OSP(s) and platform link cables would be present.

# 1 Introduction

1. This document presents the Applicant's (Morecambe Offshore Windfarm Ltd) response to the Secretary of State's (SoS) letter and request for information issued on 26 September 2025 (IR2). In advance of the original deadline for response, the Applicant and Spirit Energy (Spirit) wrote jointly to the SoS requesting an extension for responding to Question 10 Commercial negotiations and agreements (C3-004), as follows:

*Negotiations between Spirit and the Applicant have recently progressed, and it is anticipated that agreement in principle will shortly be reached. However, the details, terms and documentation still require to be worked through before a meaningful update can be provided. On that basis, the Applicant and Spirit Energy, cc. into this email, are writing to jointly request an extension to this question. It is our intention to submit a response to the above noted question by 23:59 on 17 October 2025, at the latest.*

2. The Applicant's position was also further confirmed in their response submitted on 10 October 2025 to the SoS (C3-003A).
3. The Applicant notes and welcomes that Spirit Energy's separate submission of 10 October 2025 (C3-001) aligns with this and confirms that progress has been made:

*There have recently been breakthroughs in the negotiations which Spirit anticipates can form the basis of an agreement, subject to finalising and documenting the terms. Both parties will endeavour to confirm the terms of this agreement and protective provisions as quickly as possible. Spirit remains committed to working in good faith with the Applicant to reach an agreement.*

*Spirit is cognisant of the anticipated date of the Secretary of State's decision. As per the email to the Planning Inspectorate from the Applicant on 10 October 2025, on behalf of both Spirit and the Applicant, it is anticipated that agreement will shortly be reached and the Applicant and Spirit will provide an update on 17 October 2025.*

4. In an email to the Applicant and Spirit, the SoS agreed to the request for an extension to respond to IR2; the revised deadline for responding to IR2 Question 10 is Friday, 17 October 2025.
5. On 13 October 2025 the Minister for Energy Consumers made a statement in the House of Commons on behalf of the SoS which included the following:

*The statutory deadline for the decision on the Morecambe Offshore Wind Farm Generation Assets proposed development is 23 October 2025. I have decided to set a new statutory deadline of 18 December 2025. This is to allow time to request further information that was not available for consideration during the examination period and to give all interested parties the opportunity to review and comment on such information*

6. The Applicant's solicitors have now provided an undertaking to Spirit's solicitors for Spirit's further legal fees on 16 October 2025, the same day as

the request. This is in addition to a previous undertaking provided to Spirit's solicitors for the drafting of the protective provisions submitted at D5a and D6.

7. However, as agreed form protective provisions (and commercial agreement) have not yet been concluded, the Applicant's further response to the SoS's letter IR2 Question 10 are provided in **Section 2** and **Appendix A: Spirit Energy - Draft Protective Provisions** (Document Reference 10.3.1) of this document.

## 2 Commercial negotiations and agreements

### 2.1 Overview

8. Paragraph 10 of the SoS's IR2 letter is in relation to commercial agreements and negotiations and is provided below for reference:

*10. The **Applicant** and **Spirit Energy** are invited to provide an update on progress towards a commercial agreement to replace the proposed Protective Provisions for the protection of Spirit Energy's interests. Alternatively, if it has not yet been possible to finalise a commercial agreement, the Applicant and Spirit Energy are invited to provide an update on whether agreement has been reached on any specific areas of disagreement between the parties which remained outstanding at the conclusion of the Examination, as to the form of Protective Provisions which should be included in a final Development Consent Order in the absence of a commercial agreement. It is the Secretary of State's expectation that the parties should continue to endeavour to reach agreement on as many outstanding issues as possible, and provide updates accordingly.*

### 2.2 Response

#### 2.2.1 Current Position on Engagement

9. As set out in Section 1 above, by e-mail of 14 October 2025, an extension to respond to this question was granted until Friday 17 October 2025, in response to a joint request made on 10 October 2025.
10. In its separate submission on 10 October, Spirit also noted that: *"In the case that no agreement is reached prior to the Secretary of State reaching a decision on the Proposed Development, Spirit requires the protective provisions provided at Appendix C of Spirit's D6 Submission to ensure the safety of its assets and operations."*
11. In response to the Secretary of State's second information request, the Applicant explained it anticipated submitting projective provisions and identifying any remaining points of disagreement in response to this question 10. As the need for this submission has not yet been superseded by agreed form protective provisions, it is appropriate to submit these now, so that the Secretary of State has the Applicant's position on protective provisions, as well as Spirit's.
12. The Applicant's position in relation to protective provisions has evolved since D6. In its response to the Secretary of State's information request of 5 September 2025, the Applicant explained that engagement was ongoing, combined with further design and programme work by the Applicant.
13. Therefore, the Applicant attaches at **Appendix A** updated protective provisions which it respectfully submits should be applied to the DCO in the event agreement between the Applicant and Spirit is not reached. In addition,

this response: (i) summarises the Applicant's programme and design refinements since D6 and the close of the Examination, and (ii) identifies the key differences between Spirit's protective provisions submitted at D6 and the Applicant's version attached at **Appendix A**. It also notes recent precedent, the position in relation to Calder (taking account of the protective provisions agreed with Harbour) and the position in relation to Morecambe Net Zero (MNZ).

## 2.2.2 Timing for an Agreement and Deadline for the DCO Determination

14. The Applicant appreciates that the Secretary of State will be mindful of the timelines for Contracts for Difference (CfD) Allocation Round 7<sup>1</sup>, and the dates for sealed bids. DESNZ's position as of 17 October 2025 is:  
*"To provide timeline certainty and support delivery of AR7 results as soon as possible, we are confirming our intention to move now to a single timeline from now onwards, set out below. All previously published timeline scenarios no longer apply. This means that in all scenarios, the sealed bid window for all OFW and FLOW applicants will be open from 11- 17 November."*
15. As the Applicant has explained, a CfD provides the route to market for the project, and more generally ensures timely delivery of offshore wind at best value to the UK consumer. The Applicant also has contractual arrangements with milestones in November which require certainty over the consenting position. These matters were factored into the date of submission of the DCO application and aligned with the previous deadline for a decision of 23 October 2025.
16. It is therefore essential that a determination is in place ahead of the CfD window opening so the scope and terms of the project consent are known in order to bid accurately and confidently.
17. With these external factors in mind, the Applicant anticipates that the Secretary of State may require that the parties provide their final position well in advance of the extended deadline for the decision.
18. Based on experience and the current position (as communicated by the parties in their submissions – breakthroughs in negotiations and now moving into detailed drafting discussions), the Applicant considers that protective provisions and a commercial agreement could, with positive efforts from both parties, be concluded and submitted to the Secretary of State by Friday 31 October.

---

<sup>1</sup> [AR7 Timeline | Contracts for difference CfD](#)



### 2.2.3 The Applicant's programme and design refinements

19. As noted above, since the close of Examination the Applicant has worked hard to advance and refine both its programme and design.

*Programme in the Applicant's updated Protective Provisions*

20. In terms of the Applicant's programme refinements, it has developed a revised indicative programme and sequencing of construction in a way which would provide for the installation of turbines in proximity to the oil and gas affected assets at a later date than previously programmed. This is reflected in the appended protective provisions.
21. The Applicant set out in Examination why the protective provisions in its draft DCO struck an appropriate balance (supported by the National Policy Statements) in managing the transition to low carbon technologies in the Irish Sea, giving appropriate certainty to all parties to manage their operations and make robust commercial decisions to deliver on UK energy policy.
22. The Applicant's revised protective provisions attached now manifestly achieve programme alignment (on the conservative basis of using the latest dates in a given range), and additional 'float' to hedge against delays or changes to timelines (noting this is based solely on Spirit's submissions on programme to Examination given the 'without prejudice' nature of the ongoing discussions between the parties). It has taken substantial effort from the Applicant to achieve this without impacting the viability of the wind farm, albeit at a material cost to the Applicant. Any further movement would be giving absolute priority to the potential for programme changes or delays in reaching and completing decommissioning of oil and gas assets over securing the delivery of a Round 4 offshore wind farm (in a way which also protects the future potential for carbon capture). The Applicant has achieved agreement or a positive final position with all other stakeholders, and the Secretary of State can be satisfied that the Applicant has listened and worked with the information provided by Spirit to minimise negative impacts and risks, secure appropriate mitigation in respect of separation distances, and ensure mutual co-existence. No further mitigation or protection beyond the revised protective provisions is required.
23. Of particular note in relation to programme in the revised protective provisions:
- The indicative programme does not require the installation of wind turbines within the aviation interim buffer until 1 January 2031 – this is over two years later than the proposed date to switch to the enduring buffer proposed in the protective provisions included in the draft DCO submitted at D6. This is

also over a year after the end date of Spirit's stated cessation of production (CoP) range for CPC of 2027 +/- 2 years<sup>2</sup>.

- This also allows ample time for Spirit to reach hydrocarbon free at CPC, addressing Spirit's stated concerns about requiring full aviation access into the decommissioning process<sup>3</sup> – the actual occurrence of hydrocarbon free is the primary date proposed in the revised protective provisions to switch to the enduring buffer (see below)<sup>4</sup>. Spirit's D6 submission states "*it is therefore more likely to take at least 12 months from CoP to reach hydrocarbon free for CPC (aligning with completion of the P&A campaign)*" (para 6.10.1 of REP6-058) – 1 January 2031 aligns with the end of Spirit's stated range for CoP plus over 12 months to reach hydrocarbon free.
- It is noted that Harbour is content within a date of 1 January 2029 to switch from the interim buffer (with no enduring buffer required other than 1nm marine buffer)<sup>5</sup> – the date proposed by the Applicant at D6.
- To achieve this later date for turbine installation, the Applicant has considered the granular detail of the phases of installation. The campaign to install the foundations must occur from 1 July 2030 (i.e. six months before the installation of wind turbines and moving to the enduring buffer zone).

#### *Design and Layout in the Applicant's updated Protective Provisions*

24. In terms of the design of the windfarm, the Applicant has developed an indicative layout which allows for an enduring interim buffer around CPC of 1.9nm (Figures 3 & 6 of C3-003C) – this is the distance identified in Examination by Spirit as providing assurance that the windfarm would not restrict day-VMC access in any wind conditions (paragraph 3.13 of REP6-058). It has helped on design that (as noted by the Secretary of State in their

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<sup>2</sup> Spirit's response to ExQ2 2DCO2REP5-090 "Spirit has indicated that it intends to decommission two years before or after 2027. However, current economic factors indicate that the life of the East Irish Sea assets could be maintained to 2030 in accordance with MER."

The Applicant also acknowledges that Spirit stated in its final submission "current economic conditions justify extending this date to the 2030s" (para 6.1 of REP6-058), but there was no expansion on, or evidence of, the economic conditions and whether it is actually considering revising CoP in light of them – as this was new information introduced at the final deadline there was no opportunity in the timetable for the ExA or others to ask questions or comment.

<sup>3</sup> It is common ground that at hydrocarbon free for CPC the impacts are reduced of any helicopter access restrictions (see "Spirit agrees with Xodus that until CPC is hydrocarbon free (completion of P&A), Spirit will continue to experience the impacts of the Project as during the productive operation of the assets (section 6.2.1, D5A Xodus Report)" (paragraph 6.14 of REP6-058)), albeit the Applicant acknowledges that Spirit has asserted during examination that the full interim buffer zone should be retained while waiting for the heavy lift vessel to remove the assets ("30-42 months to complete P&A followed by the removal of the platform" (paragraph 6.15 of REP6-058)) (which the Applicant considers wholly disproportionate, and not in line with Harbour's position or with the Secretary of State decision in relation to the Millom platform on the Morgan Generation Assets DCO – discussed below).

<sup>4</sup> It is noted the windfarm programme could still be delivered more quickly in line with the realistic best case in the application, depending on Spirit's decommissioning milestones in practice.

<sup>5</sup> Agreed Protective Provisions (submitted in response to the Secretary of State's information request)

information request of 26 September 2025) Harbour has changed its position from Examination and is no longer asserting that a 1.9nm buffer is required around its asset (Calder) on an enduring basis (there is a 1nm marine buffer around Calder on an enduring basis). As noted in response to Question 8 of Secretary of State's IR2 (C3-003A), this indicative layout showed 3 turbine locations within 1.9nm of the Calder platform – based on the agreed Harbour protective provisions and the indicative programme there are now no issues with these locations (see response to IR2 Question 9 within C3-003A in relation to the HRA implications).

25. This indicative layout showed one location within 1.9nm of CPC, but the Applicant is content that this location can be sterilised by an enduring buffer zone of 1.9nm without threatening the viability of the Project (and has advised Spirit of this – no turbines within 1.9nm of CPC).
26. As can be seen, the Applicant's programme and design refinements have allowed for substantial alignment with Spirit's submissions to the Examination on programme and size of buffer zones.

#### 2.2.4 Revised Protective Provisions

27. Enclosed with this response are three sets of revised Protective Provisions in favour of Spirit as owner of CPC (part 3), duty holder in relation to Calder (part 4), and licensee in relation to MNZ (part 5)<sup>6</sup>, which the Applicant is content to be included in Part 3 of the DCO.
28. At Deadline 5a and at the final deadline (D6) Spirit submitted their own form of protective provisions, different in both approach and substance to the Applicant's (and to Harbour's) (and did not offer to discuss the drafting with the Applicant). The Applicant is mindful of the request by the Secretary of State in their letter of 26 September for:

*“Alternatively, if it has not yet been possible to finalise a commercial agreement, the Applicant and Spirit Energy are invited to provide an update on whether agreement has been reached on any specific areas of disagreement between the parties which remained outstanding at the conclusion of the Examination, as to the form of Protective Provisions which should be included in a final Development Consent Order in the absence of a commercial agreement. It is the Secretary of State's expectation that the parties should continue to endeavour to reach agreement on as many outstanding issues as possible, and provide updates accordingly.”*

29. Therefore, the Applicant has translated its substantive position to the drafting approach proposed by Spirit at D6. In this way, the Secretary of State can see what Spirit has proposed in Examination and the position proposed by the Applicant (which as noted above has evolved since the Applicant's position at

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<sup>6</sup> Part 5 on a without prejudice basis

the end of Examination to reflect its substantive programme and design work). The Applicant had previously sought to align the drafting between the protective provisions in favour of Spirit and Harbour but the Applicant considers a markup of Spirit's D6 submission is the best (and only) way to meet the Secretary of State's request at this point in time (and given there are now agreed Harbour protective provisions, it is possible to ensure no misalignment even with different stylistic approaches).

30. In its closing submission (REP6-040) and various other submissions, the Applicant identified four particular points to settle on its proposed approach to protective provisions. The position on each in the revised protective provisions (Part 3 of the Applicant's revised protective provisions in relation to CPC) is summarised in **Table 2.1** and explained in more detail in the section below.
31. The position in respect of the agreed Harbour protective provisions is also included in **Table 2.1** for completeness. It is noted that the protections in relation to Calder agreed with Harbour (the owner of the asset), have been extended to Spirit (as duty holder for the asset) on the same terms as agreed with Harbour (see Part 4 of the Applicant's revised protective provisions in relation to Calder).

*Table 22.1 Summary of positions in relation to the key issues at the end of the examination, as agreed with Harbour Energy, and included in this response*

Key Issue	Harbour PPs (Calder) (Applicant's version at D6)	Harbour PPs (Calder) (agreed with Harbour 5 September)	Spirit PPs (CPC) (Applicant's version at D6)	Spirit PPs (CPC) (Spirit's version at D6)	Applicant's proposed Spirit PPs (CPC) (included in this response)
1. A 'backstop' date for the change from the interim to the enduring buffer.	The earlier of the date of cessation of production at the Calder Platform or 1 January 2029	1 January 2029	The earlier of the date of cessation of production at CPC or 1 January 2029	Acceptance by OPRED of close out report for East Irish Sea assets	The earlier of hydrocarbon free at CPC or 1 January 2031
2. Value for the aggregate of the undertaker's gross liability under the Protective Provisions.	£3m liability cap	N/A – no provision to pay additional costs	£10m liability cap	Unlimited	[£10m - £30m] liability cap proposed
3. What should be excluded from the interim buffer (3.72nm – 1.9nm)	WTGs (excluding foundations)	WTGs (excluding foundations), OSPs	WTGs (excluding foundations)	WTGs (including foundations), OSPs and temporary surface infrastructure	WTGs (excluding foundations) and OSPs but allowing foundations from earlier of COP or 1 July 2030
4. Distance of the enduring buffer zone.	1.5nm	1nm marine buffer (only aviation requirement is 3.76nm buffer until 1 Jan 2029)	1.5nm	N/A – 3.76nm <sup>7</sup> buffer until OPRED close out report (but 1.9nm accepted for day VMC access <sup>8</sup> )	1.9nm

<sup>7</sup> Since close of examination a distance of 3.72nm has been used by the parties, so this figure is now used for consistency.

<sup>8</sup> Para 3.13 of REP6-058

32. Updated plans referred to in the revised protective provisions are also provided at **Appendix A**.

## 2.2.5 Outstanding Areas of Disagreement

33. This section summarises briefly each of the issues in the table above in turn.
- 1. A ‘backstop’ date for the change from the interim to the enduring buffer.**
34. This is considered by the Applicant to be a key point of substance between Spirit’s D6 protective provisions and the Applicant’s protective provisions attached (along with limits of liability – issue 2 below).
35. The Applicant acknowledges that Spirit is subject to Maximising Energy Recovery (MER) obligations but notes that Harbour, who is subject to the same obligations in respect of the Calder Field, was able to commit to a date. The Applicant accepts that the inclusion of a longstop date to switch to an enduring buffer may be a matter for decision by the Secretary of State, if the parties are unable to confirm they have reached an agreement before the Secretary of State makes a decision. Once this matter is settled (by the Secretary of State in the form of protective provisions attached to the final Order if granted), then the Applicant notes again that the future activities and presence of the Project would be another factor in the CoP decision (to be taken in light of MER obligations) if Spirit’s current stated programme were to be delayed and it were to consider extending operations past the end of 2029 (paragraphs 11 and 27 of AS-023). The longstop date does not force CoP to occur, and the Applicant reiterates its substantial evidence presented at Examination that the wind farm and platforms could co-exist safely even during the operational phase of CPC.
36. Despite the alignment achieved by the Applicant’s revised programme, it remains the case that the Applicant firmly considers it appropriate and absolutely necessary to include a fixed longstop date, to ensure there is a certain ‘fallback’ position both parties can work to, and to ensure that the substantial financial decisions required to deliver an offshore windfarm can be made on the basis of clarity and so ensure a timely delivery and contribution to net-zero targets. Placing commitments with the supply chain requires of a programme with certain dates.
37. For these reasons, the Applicant considers that the Secretary of State can and should impose a “longstop date” (of 1 January 2031) for the switch to an enduring buffer. *(See Schedule 3, Part 3, definition of “interim to enduring aviation buffer change date” and “longstop date”).*
38. Separately, foundations and transition pieces would not be installed until the earlier of CoP for CPC or 1 July 2030 *(See Schedule 3, Part 3, Paragraph 3(4))*. This date is six months after the very end of Spirit’s stated CoP range



of 2027 +/- two years so provides float even in the event of programme changes or delays outside of this four year range. The Applicant considers that the inclusion of this date (1 July 2030), in addition to the longstop date, is also appropriate and necessary as it ensures the Applicant can commence installation of foundations in accordance with its revised programme, ensuring prompt delivery of the benefits of the scheme.

**2. Value for the aggregate of the undertaker's gross liability under the Protective Provisions.**

39. The Applicant also acknowledges that there are other commercial matters in continued discussion. The only matters of relevance to the DCO determination and protective provisions are:
- A limitation of liability of £10 - £30 million is considered the maximum which is supported by evidence before the Secretary of State. Spirit's D6 submission (para 1.24 of REP6-058) identified £10-20M as a reasonable worst case for increased decommissioning costs and an alternative figure of £29.9M using the same rates as the Applicant's consultant (noting all these figures are based on Spirit's view of aviation impacts which the Applicant considers to be overstated). *(See Schedule 3, Part 3, paragraph 7(6).)* The Applicant recognises the limitation on liability will be a matter for the Secretary of State if agreement is not reached, noting that although the project could accommodate a £30m figure, the greater the liability an offshore wind project carries, the higher the ultimate cost to the UK consumer.
  - It is also accepted that the parties do not agree on whether consequential loss should be excluded from the definition of "additional costs". Both made submissions on this during Examination, and the Applicant would only note in addition that depending on the Secretary of State's position on consequential loss, it may reinforce the importance of the inclusion of a clear and proportionate liability cap. *(See Schedule 3, Part 3, definition of "additional costs".)*
  - The Applicant cannot accept the uncapped indemnity and financial security provisions proposed by Spirit. As Spirit's proposed protective provisions were introduced near the close of Examination (Deadline 5a) these provisions were not the subject of Examining Authority questions or hearings. As noted above, the Applicant has already made provision in the protective provisions for additional costs which may be incurred by Spirit. The Applicant notes that in relation to indemnities, the Secretary of State decision on the Morgan Offshore Windfarm: Generation Assets records: *"4.115. The ExA considered it was not reasonable to include an indemnity in respect of Stena as a Requirement of the DCO, noting that no other stakeholder had demanded such indemnity and considered this a matter for the commercial side agreement being negotiated between Stena and the Applicant [ER 3.11.155]."* In relation to Morecambe, similarly no other

stakeholder has demanded such an indemnity (including Harbour), and the Applicant respectfully invites the Secretary of State to take a consistent approach.

The Applicant understands and appreciates Spirit's absolute commitment to safety and protecting its assets and operations and considers that once the parameters by which the windfarm and CPC (and MNZ) will co-exist are settled in protective provisions, there is an opportunity to further build on the emerging positive working relationship.

**3. What should be excluded from the interim buffer (3.72nm – 1.9nm)**

40. It was common ground at the close of Examination that installation of inter-array cables could take place in the interim buffer (such activities were not excluded by Spirit's proposed protective provisions, Spirit explained its position in paragraph 2.27 of REP6-058 that such vessels will not impact IMC operations subject to co-ordination of operations).
41. An important point of difference is that Spirit's proposed protective provisions provide that the definition of WTGs to be excluded from the interim buffer zone should also include foundations. The Applicant considers the definition should exclude foundations in line with the draft DCO definition (and transition pieces – these may or may not be required but are installed as part of the foundations so are referenced for the avoidance of doubt). *(See Schedule 3, Part 3, definition of "offshore substation platform" and "wind turbine generator" as both excluding foundations and transition pieces.)*
42. As noted above, to unlock a programme where wind turbines will not be installed within the aviation interim buffer zone until after the earlier of CPC hydrocarbon free or January 2031, the Applicant's indicative programme provides for the installation of foundations and transition pieces in the six months preceding. Such structures do not interface with aviation activities in the same way as a wind turbine. There is only a need to avoid foundations in the same way as vessels (and other platforms such as Calder) already need to be avoided when flying IMC below the safety altitude. There could be some intensification of this existing issue for a limited period of c.6 months. This six month period of foundation construction would be managed through the provisions proposed by Spirit in its protective provisions on Simultaneous operations and Cooperation, which provide mechanisms for co-ordination.

**4. Distance of the enduring buffer zone.**

43. It is common ground between the Applicant and Spirit that the 1.9nm enduring buffer around CPC allows for full day-VMC access in all wind conditions (paragraph 3.13 of [REP6-058](#)).
44. It is noted that the Applicant's position remains that 1.5nm is sufficient, but (as noted above) the position in the agreed protective provisions with Harbour ensures that sufficient turbine locations are available within 1.9nm of the Calder platform and so the one location with 1.9nm of CPC is not absolutely



necessary to ensure the viability of the windfarm. Therefore, in the interests of reaching consensus, the Applicant has proposed an absolute enduring buffer of 1.9nm around CPC. (See Schedule 3, Part 3, definition of “WTG and OSP aviation enduring buffer zone”).

45. It is also noted that the Applicant’s proposed aviation corridor has been removed, as this was not included in the protective provisions agreed with Harbour, nor was it proposed by Spirit in their proposed protective provisions.

## 2.2.6 Recent Precedent – Calder and Millom

46. The Applicant recognises that offshore oil and gas assets differ, including differences between normally unmanned and manned platforms. However, there are also similarities. Spirit and Harbour will each be responsible for decommissioning their assets (CPC and Calder respectively). However, Harbour’s agreed protective provisions to protect its decommissioning activities are significantly less onerous than Spirit’s requests at D6 – there is a clear date for the switch from the interim buffer (1 January 2029) which is the date proposed by the Applicant, Harbour will be equally subject to a MER obligation but have been able to agree to a date, and Harbour are not seeking any provision for the recovery of additional costs during decommissioning (aligned with the Applicant’s advisor’s evidence that such costs would be minimal (see section 7.5 of REP5a-054)). It is also of note that Spirit proposed at D6 the same levels of protection (the same buffer zones and commercial provisions) for both Calder and CPC, illustrating that other oil and gas asset owners have taken a view which aligns with the Applicant’s and is significantly out of step with Spirit’s D6 position (and which allows for the wind farm to proceed in co-existence with the Calder platform).
47. Also relevant is the precedent set by the Secretary of State in their decision letter granting the Morgan Offshore Windfarm: Generation Assets DCO<sup>9</sup>. The Secretary of State did not consider protective provisions were required at all for the Millom platform (para 4.140 of Morgan decision letter<sup>9</sup>). Harbour had proposed a buffer zone of 3nm around their platform within which no WTGs could be built. This was to last until the completion of all activities relating to any decommissioning of the Millom Assets (being the Millom platform and related facilities and infrastructure) required under a statutory decommissioning plan (excluding any post-decommissioning monitoring and evaluation). It was acknowledged by the ExA and Secretary of State that the timing of decommissioning was uncertain and if the programme was delayed there was the potential for impacts but this was a “relatively short period”, the conflicting decommissioning activities “could” be completed prior to construction of the wind turbines, and protective provisions were

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<sup>9</sup> EN010136-001169-Morgan Offshore Wind Project Generation Assets Secretary of State for Energy Security and Net Zero Decision Letter.pdf.

“disproportionate”. There are similarities to the situation in relation to this Project (albeit Millom has reached CoP) – there is alignment of the stated programmes, thanks to the flexibility shown by the Applicant in moving to accommodate Spirit’s assets within its programme, and so any concerns over decommissioning alongside the wind farm would only arise if the Spirit programme for decommissioning CPC moves. Ultimately any overlap would be relatively short. However, the Applicant is not proposing that protective provisions are unnecessary, and instead the Applicant has put substantial efforts (as set out above) to be able to propose protective provisions which address Spirit’s stated concerns. The Applicant notes that there could be a long-term relationship with Morecambe Net Zero, if that project were to progress, and it has also proposed protective provisions in favour of the licence holder of that project on a without prejudice basis (see below).

### **2.2.7 Calder (Part 4 of the Protective Provisions)**

48. As noted above, the Applicant has aligned the draft Protective Provisions in favour of Spirit as duty holder for Calder with the protective provisions now agreed with the asset owner, Harbour. Clearly there is no need for the extensive protections requested by Spirit at D6 in relation to that platform beyond those since agreed with the platform’s owner (who is responsible for determining the date of COP and decommissioning it). It is, however, noted that the Applicant has provided that additional costs incurred by Spirit in relation to Calder would be payable by the Applicant and covered by the same liability cap (albeit it is unclear how such costs could arise). It is also noted that in the Applicant’s draft protective provisions in the DCO, protections in favour of Spirit in respect of CPC, Calder and MNZ were all in the same set of protective provisions.
49. It is noted that in its response (C2-006) to the Secretary of State request for information of 3 September (submitted on 6 October) Spirit submitted that the agreed position between the Applicant and Harbour should not be relied upon by the Secretary of State, The Applicant considers that the terms of the protective provisions for Calder are a matter for the Applicant and the asset owner, Harbour (and the Secretary of State), Spirit’s concerns are a matter between it and Harbour and the terms of their operating agreement.
50. The Applicant also notes that the Spirit response refers to Harbour entering into an agreement – for the avoidance of doubt, there is no separate commercial agreement between the Applicant and Harbour – the agreed protective provisions are the complete set of protections which Harbour considered were appropriate for their asset.

## 2.2.8 Morecambe Net Zero (Part 5 of the Protective Provisions)

51. To align with the approach to protective provisions as drafted by Spirit at D5a and D6, the Applicant has provided separate protective provisions for the holder of Carbon Capture Appraisal and Storage licence CS010, which at the time of the making of the Order would be Spirit Energy Production UK Limited through their MNZ project. However, the Applicant notes that in their draft protective provisions submitted at D6 (REP6-002), protections for Spirit in respect of CPC, Calder and the MNZ project were included within the same protective provisions; and therefore, that protection was afforded to the MNZ project, just not in the format preferred by Spirit.
52. The Applicant also highlights that the MNZ project is not currently an authorised or existing operational project, and that the Applicant considers that it should therefore not be treated as other existing or consented offshore infrastructure<sup>10</sup>. Therefore, the Applicant considers that it would not be appropriate to provide protective provisions in favour of the MNZ project, and that it would be more appropriate for the MNZ project to secure protection in its project consents (once applied for) in favour of MOWL and the Morecambe Offshore Windfarm.
53. However, mindful of timing, the Applicant has provided protective provisions in favour of the MNZ project on a without prejudice basis, with the following key terms:
- An enduring aviation buffer of 1.9nm around the location of the proposed CCS injection platform, as identified by Spirit Energy in their D6 submission (REP6-059). Offering the same level of protection for an as-yet unknown and unbuilt platform as that offered to existing platforms is considered sufficient to allow Spirit Energy to design the MNZ project to be able to operate safely.
  - A 500m buffer around the pipelines and cables identified by Spirit, noting that these are already provided with protection in the protective provisions in favour of Spirit as owner of CPC (part 3).
  - A 200m well buffer zone around three of the legacy wells identified by Spirit, again noting that these wells are already included within the CPC protective provisions. The Applicant notes that Spirit drafted to include a 200m “well cable buffer zone” and a 1nm “well buffer zone” around six legacy wells. The Applicant has set the reason why protection is not required for three of these six wells in their submission at deadline 5 (REP5-066), but in summary two of the wells (110/3-3 and 110/8-2 Relief Well) are outside the Order limits for the Project and there would be no possibility of the Project installing infrastructure within 200m of either legacy well, and the third

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<sup>10</sup> [Exclusive: Clock ticking for Spirit Energy's carbon capture project | Upstream](#)

(110/8A-7) is a former exploration well which lays outside of the existing gas field and carbon storage licence area. Additionally, the Applicant has provided a response as to why a 1nm wide corridor would not been needed to provide access to any legacy well heads within REP5-062 and REP5-066, with a summary provided in Table 8.2 of AS-023, but to reiterate a 1nm buffer around the legacy wells is not necessary, is disproportionate and will sterilise a large part of the windfarm site; a buffer around legacy well 110/8A-7 for example would lose 7 WTG positions from the current indicative layout.

54. A summary of the positions in relation to the protective provisions in favour of the holder of Carbon Capture Appraisal and Storage licence CS010 is provided as **Table 2.2** below. This includes a comparison of the protective provisions included in **Appendix A** against those proposed by Spirit Energy at Deadline 6 (REP6-059).

*Table 22.2 Summary of positions in relation to MNZ at the end of the examination, as proposed by Spirit Energy, and included in this response*

Key Issue	Spirit PPs (Applicant's at D6)	Spirit PPs (Spirit's at D6)	Revised PPs for MNZ (included in this response)
WTG and OSP marine buffer zone (around proposed CCS injection platform)	1.5nm	1.5nm	1.5nm
Pipeline and cable proximity area	500m	500m	500m
Marine exclusion zone	None	1nm around proposed CCS injection platform, 500m around wells	None
WTG and OSP aviation buffer zone (around proposed CCS injection platform)	1.5nm	3.72nm	1.9nm
WTG and OSP marine corridor (around legacy wells* and proposed CCA injection platform)	1nm	1nm	1nm
Well buffer zone (around legacy wells*)	None	1nm	None
Well cable buffer zone (around legacy wells*)	100m	200m	200m

\* Spirit's position is that legacy wells should include six wells, however the Applicant considers that only the three wells within the Order Limits (DP3 (C1), 110/8-2, and 110/8a-C5 (Relief)), which are located above the South Morecambe gas field and the proposed MNZ storage complex, should be included. The remaining three wells are either outside of the Order Limits (110/3/3 and 110/8-2 Relief)) or have no linkages with the proposed MNZ storage complex