

**RWE Renewables UK Dogger Bank  
South (West) Limited**

**RWE Renewables UK Dogger Bank  
South (East) Limited**

**Dogger Bank South Offshore  
Wind Farms**

**National Gas Transmission Plc  
Statement of Common Ground (Revision 3)  
Submission for Deadline 8**



**Document Date: July 2025**

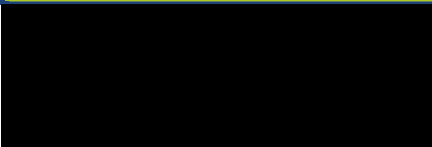
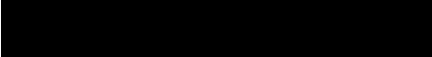
**Document Reference: 9.10**

**Revision Number: 03**

**Classification: Unrestricted**

Company:	RWE Renewables UK Dogger Bank South (West) Limited and RWE Renewables UK Dogger Bank South (East) Limited	Asset:	Development		
Project:	Dogger Bank South Offshore Wind Farms	Sub Project/Package	Consents		
Document Title or Description:	National Gas Transmission Plc Statement of Common Ground (Revision 3)				
Document Number:	005403996-01	Contractor Reference Number:	PC2340-RHD-ZZ-ZZ-RP-Z-0193		
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Rev No.	Date	Status/Reason for Issue	Author	Checked by	Approved by
01	January 2025	Submission for Deadline 1	RHDHV	RWE	RWE
02	April 2025	Submission for Deadline 4	RHDHV	RWE	RWE
03	July 2025	Submission for Deadline 8	RHDHV	RWE	RWE

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On behalf of	National Gas Transmission Plc

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## Glossary

Term	Definition
Development Consent Order (DCO)	An order made under the Planning Act 2008 granting development consent for one or more Nationally Significant Infrastructure Project (NSIP).
Order Limits	The limits within which the Projects may be carried.
The Applicants	The Applicants for the Projects are RWE Renewables UK Dogger Bank South (East) Limited and RWE Renewables UK Dogger Bank South (West) Limited. The Applicants are themselves jointly owned by the RWE Group of companies (51% stake) and Masdar (49% stake).
The Projects	DBS East and DBS West (collectively referred to as the Dogger Bank South Offshore Wind Farms).

## Acronyms

Acronym	Definition
DBS	Dogger Bank South
DCO	Development Consent Order
ExA	Examining Authority
NGT	National Gas Transmission Plc
NTS	National Transmission System
PINS	Planning Inspectorate
RR	Relevant Representation
SoCG	Statement of Common Ground

# 1 Introduction

## 1.1 Background

1. The Application is for development consent for the Applicants to construct and operate the proposed Projects under the Planning Act 2008. Further description of the Projects is available in **Chapter 5 Project Description, Figure 5-1 (Revision 3)** [REP7-034].
2. This Statement of Common Ground (SoCG) has been prepared between RWE Renewables UK Dogger Bank South (West) Ltd and RWE Renewables UK Dogger Bank South (East) Ltd, ('the Applicants') and National Gas Transmission Plc (NGT) to set out the areas of agreement and disagreement between the two parties in relation to the proposed Development Consent Order (DCO) application for the Dogger Bank South ('DBS') West Offshore Wind Farm and DBS East Offshore Wind Farm, collectively known as DBS Offshore Wind Farms (herein 'the Projects').
3. In drafting this SoCG, the Applicants have had regard to the Planning Act 2008: Examination stage for Nationally Significant Infrastructure Projects (Ministry of Housing, Communities and Local Government and Department for Levelling Up, Housing and Communities, 2024).
4. The need for a SoCG between the Applicants and NGT is set out within the Rule 6 letter dated 24<sup>th</sup> September 2024, issued by the Planning Inspectorate post-application of the Projects DCO.
5. This SoCG is intended to provide the Examining Authority (ExA) with a clear summary of discussions between the parties and has been structured to reflect topics which are of interest to NGT and which have been raised within the NGT Relevant Representation [RR-017] to the Dogger Bank South Offshore Wind Farm DCO that has been submitted to the Planning Inspectorate pursuant to the Planning Act 2008.
6. It is the intention that this document will facilitate further discussions between the Applicants and NGT and will provide the ExA with a clear overview of the level of common ground between both parties.

## 1.2 Approach to SoCG

7. This SoCG has been developed during the pre-examination and examination phases of the Projects in accordance with discussions between the Applicants and NGT.
8. The structure of this SoCG is as follows:
  - **Introduction:** background to the development of the SoCG.
  - **Consultation:** a summary of consultation to date
  - **Agreement Log:** a record of the Applicants' position alongside those of NGT relating to topics discussed between parties and the status of agreement on those topics.

## 2 Consultation and Engagement

### 2.1 Introduction

9. NGT owns and operates the high-pressure gas network (National Transmission System) in Great Britain and is a licensed gas transporter under the Gas Act 1986.
10. NGT owns and operates the gas National Transmission System (NTS) in Great Britain and has identified the following infrastructure within or in close proximity to the Order Limits for the Projects:
  - Feeder Main 6 – Burton Agnes to Paull; and
  - Feeder Main 29 – Ganstead to Asselby.
11. NGT has stated within its Relevant Representation that as a statutory undertaker, its primary concern is to meet its statutory obligations and ensure that any development does not impact in any adverse way upon those statutory obligations. As such, NGT has a duty to protect its position in relation to infrastructure and land which is within or in close proximity to the Order Limits.
12. NGT has been consulted on the Projects throughout the pre-application stage, as well as via non-statutory and statutory consultation under Section 42 of the Planning Act 2008.

### 2.2 Consultation and Engagement Summary

13. **Table 2-1** summarises the consultation that the Applicants have undertaken with NGT as statutory or non-statutory consultation during the pre-application and post-application phases.

**Table 2-1 - Summary of pre-application and post-application consultation with NGT**

Date	Form of consultation	Meeting Title/Topic	Summary of Consultation
<b>Pre – Application</b>			
03/03/2023	Email to NGT	Consultation	Consultee engagement introductory letter sent to assetprotection@nationalgrid.com.
17/03/2023	Email from NGT	Consultation	Objection received in response to engagement letter.
17/04/2023	Email to NGT	Asset Protection	Response to objection. Email to Phil Booth in asset protection providing further project information, plans and contact details for



Date	Form of consultation	Meeting Title/Topic	Summary of Consultation
			DBS. Request for a meeting to discuss interactions further and request for information on working parameters, crossing methods, guidance and protection measures required.
18/04/2023	Call	Asset Protection/Interactions	Call with Phil Booth to discuss project interactions
26/04/2023	Emails with NGT	Jocks Lodge Diversion	Discussion with NGT construction team working on Jocks Lodge A164 road scheme relating to information relating to diversionary works and contact details for access to undertake GI survey works.
27/04/2023	Email to NGT	Plans	Follow up email to Phil Booth providing further plans and information showing cable depths and proposed routing in locations in close proximity to NGT pipelines.
27/04/2023	Emails with NGT	Asset Protection	Response from Phil Booth providing NGT guidance documents and requesting cable voltage information. Confirmation that Deed of Consent would be required for cable crossings and works to be carried out in line with T/SP/SSW/22.
28/04/2023	Email from NGT	Meeting	Suggestion of meeting to discuss interactions further.
17/05/2023	Meeting	Project Interactions	Meeting with NGT and DBS to discuss project interactions and considerations.
24/05/2023	Email to NGT	Asset Protection	Request for confirmation on the location of NGT groundbeds and kiosks.
24/05/2023	Email to NGT	Minutes	Provision of meeting minutes and chaser on actions relating to confirmation of pipeline details and cathodic protection information.
05/06/2023	Letter	Consultation	Statutory Consultation notification letter issued to NGT assetprotection@nationalgas.com.

Date	Form of consultation	Meeting Title/Topic	Summary of Consultation
08/06/2023	Email from NGT	Consultation	Response to statutory consultation referring to previous objection issued in March.
10/11/2023	Letter	Consultation	Notification of targeted statutory consultation.
07/02/2024	Email to NGT	Shapefiles/Protective Provisions	Provision of updated red line boundary shapefiles to Fisher German acting for NGT. Request for a copy of NGT's standard Protective Provisions and solicitor contact details.
27/02/2024	Email to NGT	Protective Provisions	Follow up email requesting contact details to progress discussions on the form of Protective Provisions.
28/02/2024	Email from NGT	Protective Provisions	Confirming instructions sought internally.
06/03/2024	Email from NGT	Protective Provisions	Confirmation that Addleshaw Goddard were instructed and contact details provided.
12/04/2024	Email from Addleshaw Goddard	Plans	Request for a summary of interactions and relevant plans.
24/04/2024	Email to Addleshaw Goddard	Project Interactions	Narrative summary and plans showing interactions provided.
14/05/2024	Email from Addleshaw Goddard	Project Interactions	Further clarification queries raised on the summary and plans provided.
17/05/2024	Email to Addleshaw Goddard	Project Interactions	Response to clarification queries provided.
<b>Post – Application</b>			
05/07/2024	Email from Addleshaw Goddard	Protective Provisions	Draft protective provisions provided.

Date	Form of consultation	Meeting Title/Topic	Summary of Consultation
23/07/2024	Letter	Consultation	Section 56 notice issued.
06/08/2024	Email to NGT	Consultation	Update email to NGT advising that the relevant representation period is now open and offer of a call to discuss any outstanding queries.
09/08/2024	Email from NGT	Consultation	Confirmation all documentation received.
10/09/2024	Email from Addleshaw Goddard	Protective Provisions	Follow up email requesting comments on the draft.
10/09/2024	Email to Addleshaw Goddard	Protective Provisions	Confirming seeking instructions.
23/09/2024	Email from Addleshaw Goddard	Project Interactions/Protective Provisions	Request for copy of easement referred to in the BoR. Follow up email requesting comments on Protective Provisions.
25/09/2024	Email to Addleshaw Goddard	Project Interactions/Protective Provisions	Easement not available. Awaiting instructions on Protective Provisions.
10/10/2024	Email from Addleshaw Goddard	Protective Provisions	Follow up email requesting comments on the draft.
16/10/2024	Email to Addleshaw Goddard	Protective Provisions	Mark-up of draft Protective Provisions provided.
24/10/2024	Meeting with NGT and Addleshaw Goddard	Protective Provisions	Understanding that the Applicant's solicitor has now received the Protective Provision and comments have been made. Addleshaw Goddard are reviewing.
29/10/2024	Email from Addleshaw Goddard	Protective Provisions	Requesting input from Applicant's solicitors on comments within Protective Provisions.

Date	Form of consultation	Meeting Title/Topic	Summary of Consultation
12/11/2024	Email from Addleshaw Goddard	Protective Provisions	Follow up email requesting input on comments within Protective Provisions
13/11/2024	Email from Burges Salmon	Protective Provisions	Seeking instructions.
05/12/2024	Email from Addleshaw Goddard	Protective Provisions	Further mark-up of draft Protective Provisions provided.
07/01/2025	Email from Addleshaw Goddard	Protective Provisions	Follow up email requesting comments on the latest draft.
09/01/2025	Email from Burges Salmon	Protective Provisions	Confirming seeking instructions.
16/01/2025	Email from Addleshaw Goddard	Protective Provisions	Follow up email requesting comments on the latest draft.
21/01/2025	Email from Addleshaw Goddard	Protective Provisions	Follow up email requesting comments on the latest draft and seeking confirmation about principle of Protective Provisions being on face of the DCO.
24/01/2025	Email from Burges Salmon	Protective Provisions	Confirming principle of Protective Provisions on face of the DCO is agreed.
12/02/2025	Email from Addleshaw Goddard	Protective Provisions	Follow up email requesting comments on the latest draft.
20/02/2025	Email from Addleshaw Goddard	Protective Provisions	Follow up email requesting comments on the latest draft.

Date	Form of consultation	Meeting Title/Topic	Summary of Consultation
20/02/2025	Email from Burges Salmon	Protective Provisions	Confirming seeking instructions.
28/02/2025	Email from Addleshaw Goddard	Protective Provisions	Follow up email requesting comments on the latest draft.
03/03/2025	Email from Burges Salmon	Protective Provisions	Further mark-up of draft Protective Provisions provided.
14/04/2025	Email from Addleshaw Goddard	Protective Provisions	Further mark-up of draft Protective Provisions provided.
02/05/2025	Email from Burges Salmon	Protective Provisions	Further mark-up of draft Protective Provisions provided.
16/05/2025	Email from Burges Salmon	Protective Provisions	Follow up email requesting comments on the latest draft.
16/05/2025	Email from Addleshaw Goddard	Protective Provisions	Confirming seeking instructions.
30/05/2025	Email from Addleshaw Goddard	Protective Provisions	Further mark-up of draft Protective Provisions provided.
06/06/2025	Email from Addleshaw Goddard	Protective Provisions	Further mark-up of draft Protective Provisions provided.
09/06/2025	Email from Addleshaw Goddard	Protective Provisions	Email to Burges Salmon requesting copy of DBS' preferred Protective Provisions and confirmation of whether these will be included in draft DCO.

Date	Form of consultation	Meeting Title/Topic	Summary of Consultation
10/06/2025	Email from Burges Salmon	Protective Provisions	Email to Addleshaw Goddard confirming preferred version of Protective Provisions submitted at Deadline 3 [REP3-034] and bespoke Protective Provisions for NGT will be included in the draft DCO to be submitted at Deadline 8.
19/06/2025	Email to Hayley Steele	SoCG	Email to Hayley Steele at NGT providing an updated SoCG for review and signature.

## 3 Agreement Log

### 3.1 Overview

14. The following sections of this SoCG summarise the level of agreement between the parties for each relevant topic.
15. In order to easily identify whether a matter is 'agreed', 'not agreed' or 'under discussion', a colour coding system red, amber, green (RAG status) is used respectively within the 'status' column as set out in **Table 3-1**.

**Table 3-1 - Agreement logs position status key**

Position Status	Colour Code
The matter is considered to be agreed between the parties.	Agreed
The matter is neither 'agreed' or 'not agreed' and is a matter where further discussion is required between the parties, for example where relevant documents are being prepared or reviewed.	Under discussion
The matter is not agreed between the parties, however the outcome of the approach taken by either the Applicant or NGT is not considered to result in a material impact to the assessment conclusions. Discussions have concluded.	Not agreed – No material impact
The matter is not agreed between the parties and the outcome of the approach taken by either the Applicant or NGT is considered to result in a materially different outcome on the assessment conclusions.	Not agreed – material impact

## 3.2 General

Table 3-2 - General Topics agreed, in discussion or not agreed with NGT

SoCG ID	The Applicants' Position	NGT's Position	Position Status
<b>Engagement</b>			
1.	<p>The Applicants have adequately consulted with NGT throughout all stages of the Projects to date and the summary of Consultation (section 2.2 of this SoCG) is a fair and accurate record of pre-application consultation.</p> <p>NGT did not raise any issues on this subject throughout discussion or within their Relevant Representation. It is therefore considered by the Applicant that the matter is agreed.</p>		
<b>Asset Protection</b>			
2.	<p>The Applicants have been engaged with NGT including their asset protection team throughout the pre-application stages of the project. Relevant safe working guidance provided during meetings have been fully considered and project design refinements made in accordance with advice.</p>	<p>Within their Relevant Representation [RR-017] NGT states that it will require appropriate protection for retained apparatus including compliance with relevant standards for works proposed within close proximity of its apparatus.</p>	



SoCG ID	The Applicants' Position	NGT's Position	Position Status
Protective Provisions			
3.	<p>The Applicants have been provided with NGT's preferred form of Protective Provisions for consideration. Negotiations have been ongoing however the form of Protective Provisions are still under discussion with key areas of disagreement set out as follows:</p> <ol style="list-style-type: none"> <li>1. Acceptable Security – The Applicants maintain that the requirement to provide security, in addition to the provision of insurance and the indemnification of NGT, is unnecessary and wish to draw the Examining Authority's attention to Rampion 2 DCO decision which provided justification for why both security and insurance is unnecessary and excessive.</li> <li>2. Definition of 'Authorised Works' – the Applicants do not consider it appropriate for the 'use and maintenance of the authorised works' to be included within the definition of 'authorised works' and consider it better placed within the Deed of Consent as required under Para 6(2). The Applicants have requested this wording to be deleted to avoid any duplication and to reduce the risk of the parties agreeing terms which are in conflict. The Applicants also</li> </ol>	<p>Within their Relevant Representation [RR-017] NGT states that it will require protective provisions to be included within the Draft Development Consent Order (the "Order") for the Project to ensure that its interests are adequately protected and to ensure compliance with relevant safety standards.</p> <p>NGT has requested that the set of protective provisions that it has put forward for the benefit of its undertaking (<b>NGT PPs</b>, a copy of which are included at Appendix 1 of <b>REP6-o66</b>) should be included in the Draft Order. NGT's Written Representation sets out why the NGT PPs are necessary: to ensure that NGT's existing apparatus and interests in the vicinity of the Dogger Bank South Project are adequately protected.</p> <p>NGT is liaising with the Applicants in relation to such protective provisions, along with any supplementary agreements which may be required.</p> <ol style="list-style-type: none"> <li>1. Acceptable Security – Whilst ExA expressed sympathy for the position of the Applicant at Rampion 2, it remains reasonable for NGT to seek both insurance and other suitable security to back up the indemnity provided in the protective provisions. This provides the necessary safeguard against potential liabilities that may fall outside the scope of the insurance policy or</li> </ol>	

SoCG ID	The Applicants' Position	NGT's Position	Position Status
	<p>consider that the definition of 'authorised development' in the draft DCO is sufficiently wide to protect NGT in that it will cover associated development, and any other development authorised by the DCO.</p> <p>3. Acquisition of Land (para 6) – The Applicants are willing to agree to restrictions of the use CA powers in relation to interests / apparatus of NGT however the Applicants must be able to retain an ability to acquire or take temporary possession of land in which NGT has an interest (i.e. land not owned by NGT). Under the Applicants preferred PPs submitted at D7, NGT's position will still be protected as the undertaker would not be able to interfere with or extinguish NGT's interests.</p> <p>4. Indirect and consequential loss – The Applicants considers that it is not appropriate for the protective provisions to cover indirect and consequential loss and wording to this effect has been included in paragraph 10 (Expenses) and paragraph 11 (Indemnity) of the protective provisions. The Applicants also do not consider it is reasonable for anticipated costs to be included in paragraph 10 (Expenses) if indirect</p>	<p>exceed its limits. The dual-layered approach is perfectly reasonable for NGT to require, mitigating the risk of non-payment and ensuring its interests as a statutory undertaker are adequately protected</p> <p>2. Definition of 'Authorised Works' – NGT disagree. Retention of the wording 'use and maintenance of the authorised works' in the definition of 'authorised works' is required to ensure the protective provisions require certainty of ongoing protection for its undertaking. The response given by RWE does adequately address this issue and introduces unnecessary uncertainty.</p> <p>The requirement of inclusion of the words in the equivalent definition is standard e.g. by way of example see Awel y Mor DCO (PPs for National Grid) and Rampion 2 DCO (PPs for NGET, SEPD and SGN).</p> <p>.3. Acquisition of Land (para 6) – NGT disagree. A restriction on the Applicant's powers of compulsory acquisition is necessary and a standard provision included for the benefit of statutory undertakers across multiple DCOs. This provision is one of the core elements of protective provisions to ensure that NGT has control in relation to its existing apparatus and interests.</p> <p>4. Indirect and consequential loss – NGT disagree. Exclusion of these indirect and consequential losses</p>	

SoCG ID	The Applicants' Position	NGT's Position	Position Status
	<p>and consequential loss is not excluded from the protective provisions.</p> <p>5. Indemnity (para 11) – The Applicants do not consider that they should be liable for Network Code Claims given that it is excessively broad and the exclusion of Network Code Claims is well-precedented in other DCOs. The Applicants are also seeking to include wording which would ensure that NGT obtain the consent of the Applicants (not to be unreasonably withheld or delayed) before it settles or admits liability in relation to any claims or demands. The Applicants also consider that they should only be liable to indemnify and cover expenses of NGT for 'specified works' given that this has been widely drafted and would include any works which would adversely affect NGT apparatus.</p> <p>The Applicants consider that the bespoke Protective Provisions submitted by the Applicants at Deadline 7 for the benefit of National Gas Transmission provide ample protection and are sufficient for the reasons set out within the submission.</p> <p>Engagement between the parties will continue to seek to reach agreement before close of Examination and if</p>	<p>would preclude NGT's ability to recover costs, losses, etc. arising from penalties or fines that have been incurred as a result of, for example, damage caused to apparatus by the authorised works. NGT cannot agree to this and it is not equitable that it should be liable for such costs and losses as a result of a third party project. Anticipated costs are also reasonable, given that there are some costs which NGT would be able to provide estimates for and would provide to the Applicant under the requirements of paragraph 10(1).</p> <p>5. Indemnity (para 11) – NGT disagrees. The Network Code Claims regime is one that NGT adheres to as a condition of its Network Licence. Requiring that the Applicant be liable for such claims arising as a consequence of their project is not unreasonable.</p> <p>NGT cannot agree to a third party taking control of claims against NGT due to the potential for reputational damage to NGT if they are not dealt with in a reasonable manner by the Applicant or in such a way as takes account of NGT's interests. NGT is required to act reasonably in this regard under paragraph 11(5).</p> <p>NGT considers that 'specified works' is not the correct term to use in the context of paragraph 11 and the correct drafting should be 'authorised works'. 'Specified works' is a term only intended to be used in reference to certain provisions within the protective provisions e.g. in</p>	

SoCG ID	The Applicants' Position	NGT's Position	Position Status
	such agreement is reached, the Applicants will update the ExA of this at Dg. .	<p>relation to the approval mechanisms under the Retained Apparatus paragraph. Referring only to 'specified works' would preclude recovery of costs and losses associated with the removal of apparatus, due to the different scopes of the definitions of 'specified works' and 'authorised works'. As a general principle, NGT should not be liable for costs or losses incurred as a result of the Applicant; reference to 'specified works' indicates a narrowing of this principle.</p> <p>NGT does not consider that the bespoke Protective Provisions submitted by the Applicants at Deadline 7 are sufficient for the reasons set out in NGT's Deadline 6 submission [REP6-o66].</p> <p>NGT will continue to engage with the Applicant to seek agreement prior to the close of the Examination.</p>	

## 4 Summary

16. This SoCG has outlined the consultation and engagement that has taken place between the Applicants and NGT during the pre-application phases. The agreement logs present the position reached at the point of Deadline 8 between the Projects and NGT in relation to relevant matters.
17. This SoCG will be further updated as discussions progress and will be made available to PINS at Deadline 8.

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