STATUTORY INSTRUMENTS

202[] No. **

INFRASTRUCTURE PLANNING

The Dogger Bank South East and West Offshore Wind Farms Order 202[●]

Made - - - - ***

Coming into force ***

Comment [ERR1]:
The offending text for the following warning is: '***'
Warning only High impact [e00096] Please ensure the asterisks are replaced by text / dates
Warning only Low impact [e00017] The SI number is invalid. Expecting 'No. ' followed by between 1 and 4 digits

Comment [ERR2]:
The offending text for the following warning is: '***'
Warning only High impact [e00096] Please ensure the asterisks are replaced by text / dates
Warning only High impact [e00023] The format of the Made date paragraph is incorrect

Comment [ERR3]:
The offending text for the following warning is: '***'
Warning only High impact [e00096] Please ensure the asterisks are replaced by text / dates
Warning only High impact [e00026] The format of the Coming into Force date is incorrect

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

The application was examined by an examining authority of 5 members ("the examining authority") appointed by the Secretary of State pursuant to section 61(**c**) and 65(**d**) of Part 6 of the 2008 Act, and the examination was carried out in accordance with Chapter 4 of that Act and with the Infrastructure Planning (Examination Procedure) Rules 2010(**e**).

The examining authority, having examined the application with the documents that accompanied the application, [and considered the representations made and not withdrawn] has made a report and recommendation to the Secretary of State under section 74(2)(**f**) of the 2008 Act.

The Secretary of State has considered [representations made and not withdrawn] and the report and recommendation of the examining authority, has taken into account the environmental information in accordance with regulation 4 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017(**g**) and has had regard to the documents and matters referred to in section 104(2)(**h**) of the 2008 Act.

(**a**) 2008 c.29. Section 37 was amended by Chapter 6 of Part 6 of, and Schedule 13 to, the Localism Act 2011 (c.20).
(**b**) S.I 2009/2264.
(**c**) Section 61 was amended by section 128(2) and Schedule 13, paragraph 18 to the Localism Act 2011 (c.20) and by section 26 of the Infrastructure Act 2015 (c.7).
(**d**) Section 65 was amended by Schedule 13, paragraph 22(2) and Schedule 25, paragraph 1 to the Localism Act 2011 (c.20) and by section 27(1) of the Infrastructure Act 2015 (c.7).
(**e**) S.I. 2010/2013, amended by S.I. 2012/635
(**f**) Section 74 was amended by sections 128(2) and 237 and by Schedule 13, paragraph 29 and Schedule 25, paragraph 1, to the Localism Act 2011.
(**g**) S.I. 2017/572.
(**h**) Section 104 was amended by section 58(5) of the Marine and Coastal Access Act 2009 (c.23) and by section 128(2) and Schedule 13, paragraphs 1 and 49(1) to (6) of the Localism Act 2011.

[The Secretary of State is satisfied that open space land within the Order land, when burdened with the new rights or the imposition of a restrictive covenant as authorised for compulsory acquisition under the terms of this Order, will be no less advantageous than it was before such acquisition to the persons in whom it is vested, other persons, if any, entitled to rights of common or other rights, and the public, and that, accordingly, section 132(3)(**a**) of the 2008 Act applies.]

The Secretary of State, having decided the application, has determined to make an order granting development consent for the development described in the application [with modifications which in the opinion of the Secretary of State do not make any substantial changes to the proposals comprised in the application].

Accordingly, the Secretary of State, in exercise of the powers in sections [114, 115, 120(**b**), 122, 123, 140 and 149A] of the 2008 Act, makes the following Order:

PART 1

Preliminary

Citation and commencement

1. This Order may be cited as the Dogger Bank South East and West Offshore Wind Farms Order 202[•] and comes into force on [•].

Interpretation

2.—(1) Except for Schedules 10 to 14, which are subject to the definitions in those Schedules, in this Order—

"the 1961 Act" means the Land Compensation Act 1961(**c**);

"the 1965 Act" means the Compulsory Purchase Act 1965(**d**);

"the 1980 Act" means the Highways Act 1980(**e**);

"the 1981 Act" means the Compulsory Purchase (Vesting Declarations) Act 1981(**f**);

"the 1989 Act" means the Electricity Act 1989(**g**);

"the 1990 Act" means the Town and Country Planning Act 1990(**h**);

"the 1991 Act" means the New Roads and Street Works Act 1991(**i**);

"the 2003 Act" means the Communications Act 2003(**j**);

"the 2004 Act" means the Energy Act 2004(**k**);

"the 2008 Act" means the Planning Act 2008(**l**);

"the 2009 Act" means the Marine and Coastal Access Act 2009(**m**);

(**a**) Section 132 was amended by section 24(3) of the Growth and Infrastructure Act 2013 (c.27).
(**b**) Sections 114,115 and 120 were amended by sections 128(2) and 140 and Schedule 13, paragraphs 1, 55(1), (2) and 60(1) and (3) of the Localism Act 2011. Relevant amendments were made to section 115 by section 160(1) to (6) of the Housing and Planning Act 2016 (c.22).
(**c**) 1961 c. 33.
(**d**) 1965 c. 56.
(**e**) 1980 c. 66.
(**f**) 1981 c. 66.
(**g**) 1989 c. 29.
(**h**) 1990 c. 8.
(**i**) 1991 c. 22. Section 48(3A) was inserted by section 124 of the Local Transport Act 2008 (c. 26), Sections 79(4), 80(4), and 83(4) were amended by section 40 of, and Schedule 1 to, the Traffic Management Act 2004 (c. 18).
(**j**) 2003 c.21
(**k**) 2004 c. 20. Section 105 was amended by section 69 of the Energy Act 2003 (c. 32).
(**l**) 2008 c. 29.
(**m**) 2009 c. 23.

"the 2016 Regulations" means the Environmental Permitting (England and Wales) Regulations 2016(**a**);

"the 2017 Regulations" means the Conservation of Habitats and Species Regulations 2017(**b**);

"access to works plan" means the plan or plans certified by the Secretary of State as the access to works plan or plans for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"address" includes any number or address used for the purposes of electronic transmission;
"ancillary works" means the ancillary works described in Part 2 (ancillary works) of Schedule 1 (authorised project) and any other works authorised by this Order that are not development within the meaning of section 32 (meaning of "development") of the 2008 Act;

"array cable" means a cable linking the wind turbine generators to each other and to the offshore converter platforms;

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

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

"bank holiday" means a bank holiday in England and Wales under section 1 of the Banking and Financial Dealings Act 1971;

"book of reference" means the document certified as the book of reference by the Secretary of State for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"building" includes any structure or erection or any part of a building, structure or erection;

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

"cable" means any onshore or offshore cable and includes direct-lay cables and cables laid in cable ducts and further includes fibre optic and other communications cables either within the cable or laid alongside;

"cable crossing" means a crossing of existing subsea cables or pipelines or other existing infrastructure by a cable or, where cables run together in parallel, a set of cables authorised by this Order together with cable protection;

"cable ducts" means conduits for the installation of cables;

"cable protection" means measures to protect cables from physical damage and exposure due to loss of seabed sediment including, but not limited to, rock placement, concrete mattresses with or without frond devices, protective aprons or coverings, bagged solutions filled with sand, rock, grout or other materials, and protective shells;

"cable statement" means the document certified by the Secretary of State as the cable statement for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"carriageway" has the same meaning as in section 329 (further provision as to interpretation) of the 1980 Act;

"commence" means either—

(a) In relation to works seaward of MHWS, the first carrying out of any licensed marine activities authorised by the deemed marine licences, save for pre-construction surveys and monitoring approved under the deemed marine licences; or

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(**a**) S.I. 2016/1154.
(**b**) S.I. 2017/1012.

(b) in respect of any other works, the first carrying out of any material operation (as defined in section 155 (when development begins) of the 2008 Act) forming part of the authorised project except for pre-commencement works; and

and the words "commence" and "commencement" must be construed accordingly;

"commercial operation" means in relation to any part of the authorised project, the exporting, transmission or conversion, on a commercial basis, of electricity;

"commissioning" means the process of assuring that all systems and components of the authorised project are tested to verify that they function and are operable in accordance with the design objectives, specifications and operational requirements of the undertaker;

"commitments register" means the document certified by the Secretary of State as the commitments register for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"DBS East" means the Dogger Bank South East Offshore Wind Farm;

"DBS East Project" means the DBS East Project offshore works and the DBS East Project onshore works;

"DBS East Project offshore works" means Work Nos. 1A to 9A and any other authorised development and ancillary works associated with those works;

"DBS East Project onshore works" means Work Nos. 10A to 34A and any other authorised development and ancillary works associated with those works;

"DBS East works" means Work Nos. 1A to 34A;

"DBSEL" means RWE Renewables UK Dogger Bank South (East) Limited, company number 13656240, whose registered office is Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, England, SN5 6PB;

"DBS West" means the Dogger Bank South West Offshore Wind Farm;

"DBS West Project" means the DBS West Project offshore works and the DBS West Project onshore works;

"DBS West Project offshore works" means Work Nos. 1B to 9B and any other authorised development and ancillary works associated with those works;

"DBS West Project onshore works" means Work Nos. 10B to 34B and any other authorised development and ancillary works associated with those works;

"DBS West works" means Work Nos 1B to 34B;

"DBSWL" means RWE Renewables UK Dogger Bank South (West) Limited, company number 13656525, whose registered office is Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, England, SN5 6PB;

"Deemed Marine Licence 1" means the deemed marine licence in Schedule 10 (Deemed Marine Licence 1:– DBS East Project Offshore Generation Work Nos. 1A, 4A and 7A);

"Deemed Marine Licence 2" means the deemed marine licence in Schedule 11 (Deemed Marine Licence 2: – DBS West Project Offshore Generation Work Nos. 1B, 4B and 7B);

"Deemed Marine Licence 3" means the deemed marine licence in Schedule 12 (Deemed Marine Licence 3: DBS East Project Offshore Transmission– Work Nos. 2A, 3A, 7A and 8A);

"Deemed Marine Licence 4" means the deemed marine licence in Schedule 13 (Deemed Marine Licence 4: – DBS West Project Offshore Transmission Work Nos. 2B, 3B, 7B and 8B);

"Deemed Marine Licence 5" means the deemed marine licence in Schedule 14 (Deemed Marine Licence 5: DBS East Project Offshore Transmission Work Nos. 5A and 7A);

"Deemed Marine Licence 6" means the deemed marine licence in Schedule 14A (Deemed Marine Licence 6: DBS West Project Offshore Transmission Work Nos. 5B and 7B);

"deemed marine licences" means the deemed marine licences set out in Schedules 10 (Deemed Marine Licence 1: DBS East Project Offshore Generation – Work Nos. 1A, 4A and 7A), 11 (Deemed Marine Licence 2: DBS West Project Offshore Generation – Work No. 1B,

4B and 7B), 12 (Deemed Marine Licence 3: DBS East Project Offshore Transmission – Work Nos. 2A, 3A, 7A and 8A), 13 (Deemed Marine Licence 4: DBS West Project Offshore Transmission – Work Nos. 2B, 3B, 7B and 8B), 14 (Deemed Marine Licence 5: DBS East Project Offshore Transmission – Work Nos. 5A and 7A), and 14A (Deemed Marine Licence 6: DBS West Project Offshore Transmission – Work Nos. 5B and 7B);

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

"design and access statement" means the document certified by the Secretary of State as the design and access statement for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"Dogger Bank SAC" means the site designated as the Dogger Bank Special Area of Conservation;

"drainage authority" means in relation to an ordinary watercourse, the drainage board concerned within the meaning of section 23 (prohibition on obstructions etc. in watercourses) of the Land Drainage Act 1991( );

"Environment Agency" means the Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH and any successor in name or function;

"environmental statement" means the documents certified by the Secretary of State as the environmental statement for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"guillemot and razorbill compensation plan" means the document certified by the Secretary of State as the guillemot and razorbill compensation plan for the purposes of this Order under Article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"haul road" means the track along the onshore export cable corridor used by traffic to facilitate access to the onshore export cable route for construction;

"highway" has the same meaning as in section 328 (meaning of "highway") of the 1980 Act;

"highway authority" has the same meaning as in the 1980 Act;

"horizontal directional drilling" refers to a trenchless technique for installing cables and cable ducts involving drilling in an arc between two points;

"HVAC" means high voltage alternating current;

"HVDC" means high voltage direct current;

"in principle monitoring plan" means the document certified by the Secretary of State as the in principle monitoring plan for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation" means the document certified by the Secretary of State as the in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation for the purposes of this Order under Article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"inter-platform cable" means a cable linking the offshore converter platforms;

"intrusive" means an activity that requires or is facilitated by breaking the surface of the ground or seabed (but does not include the installation of fence or signage posts);

"jacket foundation" means a lattice type structure constructed of steel which is fixed to the seabed at 3 or more points with steel pin piles and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms;

"jointing bay" means an underground structure located at regular intervals along the cable route to join sections of cable and facilitate installation of the cable into the buried cable ducts;

"kittiwake compensation plan" means the document certified by the Secretary of State as the kittiwake compensation plan for the purposes of this Order under Article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"land plans" means the plans certified by the Secretary of State as the land plans for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"LAT" means lowest astronomical tide;

"lead local flood authority" has the same meaning as in section 6(7) (other definitions) of the Flood and Water Management Act 2010(**a**);

"link box" means an underground metal box placed within a concrete pit where the metal sheaths between adjacent export cable sections are connected and earthed, installed within a ground level manhole to allow access to the link box for regular maintenance or fault-finding purposes;

"maintain" includes inspect, upkeep, repair, adjust, alter, and further includes remove, reconstruct and replace (including replenishment of cable protection), but does not include the removal, reconstruction or replacement of foundations associated with the authorised project, to the extent assessed in the environmental statement; and any derivation of "maintain" must be construed accordingly;

"MCA" means the Maritime and Coastguard Agency, UK Technical Services Navigation, Spring Place, 105 Commercial Road, Southampton, SO15 1EG;

"mean sea level" means the average level of the sea surface over a period of time, taking account of all tidal effects and surge events;

"MHWS" or "mean high water springs" means the average throughout the year of two successive high waters during a 24-hour period in each month when the range of the tide is at its greatest (Spring tides);

"MLWS" or "mean low water springs" means the lowest level that spring tides reach on average over a period of time;

"MMO" means the Marine Management Organisation;

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

"National Highways" means National Highways Limited (company number 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey, GU1 4LZ or any such successor or replacement body that may from time to time be primarily responsible for the functions, duties and responsibilities currently exercised by that statutory body;

"offshore accommodation platform" means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and open with modular equipment or fully clad and may include a helicopter platform, containing accommodation, storage, workshop auxiliary equipment and facilities for operating, maintaining and controlling the offshore converters or wind turbine generators, including but not limited to navigation, aviation and safety marking and lighting, systems for vessel access and retrieval, cranes, potable water supply, black water separation, stores, fuels and spares, communications systems and control hub facilities

"offshore converter platform" means an offshore converter platform with equipment to convert the HVAC power generated at the wind turbine generators into HVDC power, being a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and open with modular equipment or fully clad and may include a helicopter platform, containing electrical equipment required to switch, transform, convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation, including but not limited to high voltage power transformers, high voltage switchgear and

(**a**) 2010 c. 29.

busbars, substation auxiliary systems and low voltage distribution, instrumentation, metering equipment and control systems, standby generators, shunt reactors, auxiliary and uninterruptible power supply systems, facilities to support operations and maintenance;

"offshore order limits and grid coordinates plan" means the plans certified by the Secretary of State as the offshore order limits and grid coordinates plan for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"offshore works" means Work Nos. 1A to 9A and 1B to 9B and any other authorised development and ancillary works associated with those works;

"onshore HVDC converter station" means a compound comprising an onshore HVDC converter station containing electrical equipment required to switch, transform, convert electricity and provide reactive power compensation, with external landscaping and means of access;

"onshore order limits and grid coordinates plan" means the plans certified by the Secretary of State as the onshore order limits and grid coordinates plan for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"onshore works" means Work Nos. 10A to 34A and 10B to 34B and any other authorised development and ancillary works associated with those works;

"Order land" means the land shown on the land plans which is within the limits of land to be acquired or used and described in the book of reference;

"Order limits" means the limits shown on the works plans within which the authorised project may be carried out, whose offshore grid coordinates are set out in Part 1 of Schedule 1 (authorised project) of this Order;

"outline code of construction practice" means the document certified by the Secretary of State as the outline code of construction practice for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline construction traffic management plan" means the document certified by the Secretary of State as the outline construction traffic management plan for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline drainage strategy" means the document certified by the Secretary of State as the outline drainage strategy for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline ecological management plan" means the document certified by the Secretary of State as the outline ecological management plan for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline fisheries liaison and co-existence plan" means the document certified by the Secretary of State as the outline fisheries liaison and co-existence plan for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline landscape management plan" means the document certified by the Secretary of State as the outline landscape management plan for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline marine mammal mitigation protocol" means the document certified by the Secretary of State as the outline marine mammal mitigation protocol for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline offshore operations and maintenance plan" means the document certified by the Secretary of State as the outline offshore operations and maintenance plan for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline onshore written scheme of investigation" means the document certified by the Secretary of State as the outline onshore written scheme of investigation for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline project environmental management plan" means the document certified by the Secretary of State as the outline project environmental management plan for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline public rights of way management plan" means Appendix C of the document certified by the Secretary of State as the outline code of construction practice for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline scour protection plan" means the document certified by the Secretary of State as the outline scour protection plan for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline skills and employment strategy" means the document certified by the Secretary of State as the outline skills and employment strategy for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline vessel traffic monitoring plan" means the document certified by the Secretary of State as the outline vessel traffic monitoring plan for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline written scheme of investigation (offshore)" means the document certified by the Secretary of State as the outline written scheme of investigation (offshore) for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"owner", in relation to land, has the same meaning as in section 7 (interpretation) of the Acquisition of Land Act 1981(**a**);

"pre-commencement works" means site clearance, demolition, early planting of landscaping works, archaeological investigations, environmental surveys, ecological mitigation, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, the diversion and laying of services, the erection of any temporary screening and means of enclosure, site security works, creation of temporary hardstanding, erection of welfare facilities, creation of site accesses, the temporary display of site notices or advertisements and any drainage works required as a result of any other pre-commencement work;

"pre-existing ducts" means the ducts to be installed at landfall forming part of Work Nos 3A, 3B, 8A and 8B.

"public communications provider" has the same meaning as in section 151(1) (interpretation of chapter 1) of the 2003 Act;

"public holiday" means a public holiday in England and Wales established by common law;

"public rights of way plan" means the plans certified by the Secretary of State as the public rights of way plan for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

(**a**) 1981 c. 67.

"relevant highway authority" means the highway authority for the area in which the land to which the relevant provision of this Order applies is situated, being East Riding of Yorkshire Council or any successor to it as highway authority for the land in question;

"relevant planning authority" means East Riding of Yorkshire Council, or any successor to it as planning authority for the land in question;

"requirement" means a requirement set out in Part 1 of Schedule 2, and a reference to a numbered requirement is a reference to the requirement set out in the paragraph of the same number of that Schedule;

"scour protection" means measures to prevent loss of seabed sediment around any structure placed in or on the seabed including by the use of bagged solutions, filled with grout or other materials, protective aprons, concrete mattresses with or without frond devices, and rock and gravel placement;

"special category land plan" means the plan certified by the Secretary of State as the special category land plan for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"statutory historic body" means Historic England, 4th Floor, Cannon Bridge House, 25 Dowgate Hill, London EC4R 2YA or its successor in function;

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

"statutory undertaker" means any person falling within section 127(8) (statutory undertakers' land) of the 2008 Act and a public communications provider as defined in section 151 (interpretation of chapter 1) of the 2003 Act;

"street" means a street within the meaning of section 48 (streets, street works and undertakers) of the 1991 Act, together with land on the verge of a street or between two carriageways, and includes part of a street;

"street authority", in relation to a street, has the same meaning as in section 49 (the street authority and other relevant authorities) of the 1991 Act;

"streets plan" means the plans certified by the Secretary of State as the streets plan for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"temporary construction compound" means a temporary construction area associated with the onshore works including (as required) but not limited to hardstanding, temporary fencing, lighting, ground preparation, site offices and workshop facilities, general storage, storage of plant, storage of spoil, cable drums, ducting and other construction materials; welfare facilities; car parking; waste management, lay-down areas; bunded generators; fuel storage or any other means of enclosure or areas required for construction purposes;

"transition joint bay" means an underground structure that houses the joints between the offshore export cables and the onshore export cables;

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

"tree preservation order and hedgerow plan" means the plan certified by the Secretary of State as the tree preservation order and hedgerow plan for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

(**a**) S.I. 2017/1012
(**b**) S.I. 2017/1013

"trenchless crossing compound" means a construction site associated with trenchless crossing works including hard standing, lay down and storage areas for construction materials and equipment, areas for spoil, areas for vehicular parking, bunded storage areas, areas comprising water and bentonite tanks, pumps and pipes, welfare facilities including offices and canteen and washroom facilities, wheel washing facilities, workshop facilities and temporary fencing or other means of enclosure and areas for other facilities required for construction purposes;

"Trinity House" means the Corporation of Trinity House of Deptford Strond, Tower Hill, London EC3N 4DH;

"undertaker" means, subject to article 5 (*benefit of Order*),—

(a) for the purposes of constructing, maintaining, operating and decommissioning the DBS East works and any related ancillary works, DBSEL;

(b) for the purposes of constructing, maintaining, operating and decommissioning the DBS West works and any related ancillary works, DBSWL; and

(c) in any other case, DBSEL and DBSWL;

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

"watercourse" includes all rivers, streams, ditches, drains, canals, cuts, culverts, dykes, sluices, sewers and passages through which water flows except a public sewer or drain;

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

"working day" means a day which is not a weekend, bank holiday or public holiday in England;

"works plans" means the works plans (offshore) and the works plans (onshore);

"works plans (offshore)" means the plans certified by the Secretary of State as the works plans (offshore) for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified); and

"works plans (onshore)" means the plans certified by the Secretary of State as the works plans (onshore) for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified).

(2) References in this Order to rights over land include references to rights to do or to place and maintain, anything in, on or under land or in the air space above its surface and references in this Order to the imposition of restrictive covenants are references to the creation of rights over the land which interfere with the interests or rights of another and are for the benefit of land which is acquired under this Order or which is an interest otherwise comprised in the Order land.

(3) All distances, directions and lengths referred to in this Order are approximate, save in respect of the parameters referred to in—

(a) requirements 2 to 6 in Part 1 of Schedule 2 (requirements);

(b) conditions 1 to 5 in Part 2 of Schedule 10 (conditions);

(c) conditions 1 to 5 in Part 2 of Schedule 11 (conditions);

(d) conditions 1 to 3 in Part 2 of Schedule 12 (conditions);

(e) conditions 1 to 3 in Part 2 of Schedule 13 (conditions);

(f) condition 1 in Part 2 of Schedule 14 (conditions);

(g) condition 1 in Part 2 of Schedule 14A (conditions).

(4) References in this Order to a numbered work are references to a work so numbered in Part 1 (authorised development) of Schedule 1 (authorised project).

(5) Unless otherwise stated, references in this Order to points identified by letters are references to the points so lettered on the works plans.

(6) References in this Order to coordinates are references to coordinates on the World Geodetic System 1984 datum.

(7) In this Order "includes" must be construed without limitation unless the contrary intention appears.

(8) Any reference to any statute, order, regulation or similar instrument in this Order must be construed as a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any re-enactment.

PART 2

Principal powers

Development consent granted by Order

3. Subject to the provisions of this Order including the requirements—

(a) DBSEL is granted development consent for the DBS East works and related ancillary works to be carried out within the Order limits; and

(b) DBSWL is granted development consent for the DBS West works and related ancillary works to be carried out within the Order limits.

Maintenance of the authorised project

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

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

Benefit of the Order

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

(2) Subject to paragraphs (6), (7) and (8) the undertaker may with the written consent of the Secretary of State—

(a) transfer to another person ("the transferee") any or all of the benefit of the provisions of this Order (excluding the deemed marine licences referred to in paragraph (3) below) and such related statutory rights as may be agreed between the undertaker and the transferee; and

(b) grant to another person ("the lessee") for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of the Order (excluding the deemed marine licences referred to in paragraph (3) below) and such related statutory rights as may be so agreed.

Except where paragraph (8) applies, in which case no consent of the Secretary of State is required.

(3) Subject to paragraph (6), the undertaker may with the written consent of the Secretary of State and where an agreement has been made in accordance with paragraph (2)(a), transfer to the transferee the whole of any deemed marine licences and such related statutory rights as may be agreed between the undertaker and the transferee, except where paragraph (8) applies, in which case no consent of the Secretary of State is required.

(4) Where an agreement has been made in accordance with paragraph (2) or (3) references in this Order to the undertaker, except in paragraphs (5), (7) and (13), shall include references to the transferee or lessee.

(5) The undertaker must consult the Secretary of State before making an application for consent under this article by giving notice in writing of the proposed application.

(6) The Secretary of State must consult the MMO before giving consent to the transfer of the benefit of the whole of any deemed marine licences under paragraph (3).

(7) Where the undertaker has transferred any benefit under paragraph (2) or (3), or for the duration of any period during which the undertaker has granted any benefit, under paragraph (2)—

(a) the benefit transferred or granted ("the transferred benefit") shall include any rights that are conferred, and any obligations that are imposed, by virtue of the provisions to which the benefit relates;

(b) the transferred benefit shall reside exclusively with the transferee or, as the case may be, the lessee and the transferred benefit shall not be enforceable against the undertaker save in the case of a deemed marine licence transferred or granted in respect of any breach of an obligation by the undertaker which occurs prior to such transfer or grant or which occurs as a result of any activity carried out by the undertaker on behalf of the transferee; and

(c) the exercise by a person of any benefits or rights conferred in accordance with any transfer under paragraph (2) or (3) or grant under paragraph (2) is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.

(8) The consent of the Secretary of State is required for the exercise of powers under paragraph (2) or (3) except where—

(a) the transferee or lessee is the holder of a licence under section 6 (licences authorising supply, etc.) of the 1989 Act;

(b) the transferee or lessee is a company whose shares are entirely owned by the undertaker or is a subsidiary to the undertaker;

(c) the transferee or lessee is Northern Powergrid (Yorkshire) PLC (company number 04112320, whose registered office is at Lloyds Court, 78 Grey Street, Newcastle Upon Tyne, NE1 6AF) for the purpose of undertaking Work No. 22A or 22B; or

(d) the time limits for claims for compensation in respect of the acquisition of land or effects upon land under this Order have elapsed and—

(i) no such claims have been made;

(ii) any such claim has been made and has been compromised or withdrawn;

(iii) compensation has been paid in final settlement of any such claim;

(iv) payment of compensation into court has taken place in lieu of settlement of any such claim; or

(v) it has been determined by a tribunal or court of competent jurisdiction in respect of any such claim that no compensation shall be payable.

(9) Prior to any transfer or grant under this article taking effect the undertaker must give notice in writing to the Secretary of State, and if such transfer or grant relates to the exercise of powers in their area, to the MMO and the relevant planning authority.

(10) A notice required under paragraphs (5) and (9) must—

(a) state—

(i) the name and contact details of the person to whom the benefit of the provisions will be transferred or granted;

(ii) subject to paragraph (11), the date on which the transfer will take effect;

(iii) the provisions to be transferred or granted;

(iv) the restrictions, liabilities and obligations that, in accordance with paragraph (7)(c), will apply to the person exercising the powers transferred or granted; and

(v) where paragraph (8) does not apply, confirmation of the availability and adequacy of funds for compensation associated with the compulsory acquisition of the Order land;

(b) be accompanied by—

(i) where relevant, a plan showing the works or areas to which the transfer or grant relates; and

(ii) a copy of the document effecting the transfer or grant signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted.

(11) The date specified under paragraph (10)(a)(ii) in respect of a notice served in respect of paragraph (9) must not be earlier than the expiry of fourteen days from the date of the receipt of the notice.

(12) The notice given under paragraph (9) must be signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted as specified in that notice.

(13) The provisions of articles 8 (street works), 10 (temporary closure of streets), 20 (compulsory acquisition of land), 22 (compulsory acquisition of rights), 30 (temporary use of land for carrying out the authorised project) and 31 (temporary use of land for maintaining the authorised project) shall have effect only for the benefit of the undertaker and a person who is a transferee or lessee who is also—

(a) in respect of Work Nos. 10A to 34A and 10B to 34B, a person who holds a licence under the 1989 Act; or

(b) in respect of functions under article 8 relating to streets, a street authority.

(14) Section 72(7) and (8) (variation, suspension, revocation and transfer) of the 2009 Act do not apply to a transfer of grant of the whole of the benefit of the provisions of any deemed marine licences to another person by the undertaker pursuant to an agreement under paragraph (3) of this article save that the MMO may amend any deemed marine licence granted under Schedule 10 (Deemed Marine Licence 1: DBS East Project Offshore Generation – Work Nos. 1A, 4A and 7A), Schedule 11 (Deemed Marine Licence 2: DBS West Project Offshore Generation – Work No. 1B, 4B and 7B), Schedule 12 (Deemed Marine Licence 3: DBS East Project Offshore Transmission – Work Nos. 2A, 3A, 5A, 7A and 8A), schedule 13 (Deemed Marine Licence 4: DBS West Project Offshore Transmission – Work Nos. 2B, 3B, 5B, 7B and 8B), Schedule 14 (Deemed Marine Licence 5: DBS East Project Offshore Transmission – Work Nos. 5A and 7A), and Schedule 14A (Deemed Marine Licence 6: DBS West Project Offshore Transmission – Work Nos. 5B and 7B) of the Order to correct the name of the undertaker to the name of a transferee or lessee under this article 5 (*Benefit of the Order*).

Disapplication and modification of legislative provisions

6.—(1) The following provisions do not apply in relation to the construction of works or the carrying out of any operation for the purpose of, or in connection with, the construction or maintenance of the authorised project or any part of the authorised project—

(a) the 2016 Regulations, to the extent that they require a permit for anything that would have required consent made under section 109 (structures in, over or under a main river) of the Water Resources Act 1991(**a**) immediately before the repeal of that section or for any activities defined under the Environmental Permitting (England and Wales) Regulations 2016 as flood risk activities;

(b) Section 23 (prohibition of obstructions etc. in watercourses)(**b**) of the Land Drainage Act 1991;

(**a**) 1991 c. 59.Section 109 has been repealed.
(**b**) 1991 c. 59.

(c) the provisions of any byelaws made under, or having effect as if made under, paragraph 5, 6 or 6A of Schedule 25 (byelaw-making powers of the Appropriate Agency) to the Water Resources Act 1991 that require consent or approval for the carrying out of the works;

(d) the provisions of any byelaws made under, or having effect as if made under, section 66 (powers to make byelaws) of the Land Drainage Act 1991 that require consent or approval for the carrying out of the works; and

(e) the provisions of the Neighbourhood Planning Act 2017(**a**) in so far as they relate to the temporary possession of land under this Order.

(2) For the purpose of carrying out development authorised by this Order only, regulation 6(1) (permitted work)(**b**) of the Hedgerows Regulations 1997 (permitted work) is deemed to be amended by inserting the following sub-paragraph after sub-paragraph (1)(j)—

"or

(k) for carrying out development which has been authorised by an order granting development consent pursuant to section 114 of the Planning Act 2008;".

Defence to proceedings in respect of statutory nuisance

7.—(1) Where proceedings are brought under section 82(1) (summary proceedings by persons aggrieved by statutory nuisances)(**c**) of the Environmental Protection Act 1990 in relation to a nuisance falling within paragraphs (d), (fb), (g) and (ga) of section 79(1)(**d**) of that Act (statutory nuisances and inspections therefor) no order may be made, and no fine may be imposed, under section 82(2) of that Act if—

(a) the defendant shows that the nuisance—

(i) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised project and is attributable to the carrying out of the authorised project in accordance with a notice served under section 60 (control of noise on construction sites), or a consent given under section 61 (prior consent for work on construction sites), of the Control of Pollution Act 1974(**e**); or

(ii) is a consequence of the construction or maintenance of the authorised project and cannot reasonably be avoided;

(b) the defendant shows that the nuisance—

(i) relates to premises used by the undertaker for the purposes of or in connection with the use of the authorised project and is attributable to the use of the authorised project being used in compliance with requirement 21 (control of noise during operational phase); or

(ii) is a consequence of the use or operation of the authorised project and cannot reasonably be avoided.

(2) For the purposes of paragraph (1) above, compliance with the controls and measures relating to noise, vibration, dust or artificial light approved pursuant to the requirements in Schedule 2 of this Order will be sufficient, but not necessary, to show that an alleged nuisance could not reasonably be avoided.

(3) Section 61(9) of the Control of Pollution Act 1974 does not apply where the consent relates to the use of premises by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised project.

(**a**) 2017 c. 20.
(**b**) S.I. 1997/1160. Regulation 6 was amended by paragraph 35 of Schedule 1 to S.I. 2015/377.
(**c**) 1990 c. 43. Section 82 was amended by sections 101 and 102 of the Clean Neighbourhoods and Environment Act 2005 (c.16).
(**d**) Section 79 was amended by paragraph 89 of Schedule 22 to Environment Act 1995 c. 25.
(**e**) 1974 c. 40. Section 61 was amended by Schedule 7 to the Building Act 1984 (c. 55), paragraph 15 of Schedule 15 to the Environmental Protection Act 1990 (c.43) and Schedule 24 to the Environment Act 1995.

PART 3

Streets

Street works

8.—(1) The undertaker may, for the purposes of the authorised project, enter on so much of any of the streets specified in Schedule 3 (streets subject to street works) as is within the Order limits and may—

(a) break up or open the street or any sewer, drain or tunnel under it;

(b) tunnel or bore under the street;

(c) remove or use all earth and materials in on or under the street;

(d) place and keep apparatus under the street;

(e) maintain apparatus under the street or change its position; and

(f) execute any works required for or incidental to any works referred to in sub-paragraphs (a) - (e).

(2) The authority given by paragraph (1) is a statutory right for the purposes of sections 48(3) (streets, street works and undertakers) and 51(1) (prohibition of unauthorised street works) of the 1991 Act.

(3) In this article "apparatus" has the same meaning as in Part 3 (street works in England and Wales) of the 1991 Act.

Application of the 1991 Act

9.—(1) The provisions of the 1991 Act mentioned in paragraph (2) that apply in relation to the carrying out of street works under that Act and any regulations made, or code of practice issued or approved, under those provisions apply (with all necessary modifications) in relation to—

(a) the carrying out of works under article 8 (*street works*); and

(b) the temporary closure, restriction, alteration or diversion of a street by the undertaker under article 10 (*temporary closure of streets*);

whether or not the carrying out of the works or the stopping up, alteration or diversion constitutes street works within the meaning of that Act.

(2) The provisions of the 1991 Act(**a**) are—

(a) subject to paragraph (3), section 55 (notice of starting date of works);

(b) section 57 (notice of emergency works);

(c) section 60 (general duty of undertakers to co-operate);

(d) section 68 (facilities to be afforded to street authority);

(e) section 69 (works likely to affect other apparatus in the street);

(f) section 76 (liability for cost of temporary traffic regulation);

(g) section 77 (liability for cost of use of alternative route); and

(h) all provisions of that Act that apply for the purposes of the provisions referred to in sub-paragraphs (a) to (g).

(3) Section 55 (notice of starting date of works) of the 1991 Act as applied by paragraph (2) has effect as if references in section 57 of that Act to emergency works included a reference to a stopping up, alteration or diversion (as the case may be) required in a case of emergency.

(4) The following provisions of the 1991 Act do not apply in relation to any works executed under the powers conferred by this Order—

(**a**) Sections 55, 57, 60, 68 and 69 were amended by the Traffic Management Act 2004 (c.18).

(a) section 56A (power to give directions as to placing of apparatus);

(b) section 58 (restriction on works following substantial road works);

(c) section 58A (restriction on works following substantial street works);

(d) section 61 (protected streets); and

(e) schedule 3A (restriction on works following substantial street works).

Temporary closure of streets

10.—(1) The undertaker, during and for the purposes of carrying out the authorised project, may temporarily close, restrict, alter or divert any street and may for any reasonable time—

(a) divert the traffic or a class of traffic from the street; and

(b) subject to paragraph (3), prevent persons from passing along the street.

(2) Without limiting paragraph (1), the undertaker may for the purpose of carrying out the authorised development use any street temporarily closed or restricted under the powers conferred by this article as a temporary working site.

(3) The undertaker must provide reasonable access for pedestrians going to or from premises abutting a street affected by the temporary closure, restriction, alteration or diversion of a street under this article if there would otherwise be no such access.

(4) Without limiting paragraph (1), the undertaker may temporarily close, restrict, alter or divert the streets specified in Schedule 4 (*streets to be temporarily closed or restricted*) to the extent specified by reference to the letters and numbers shown on the streets plan.

(5) The undertaker must not temporarily close, restrict, alter or divert or use as a temporary working site—

(a) any street referred to in paragraph (4) without first consulting the street authority; and

(b) any other street without the consent of the street authority, which may attach reasonable conditions to the consent.

(6) Any person who suffers loss by the suspension of any private right of way under this article is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(7) If a street authority fails to notify the undertaker of its decision within 28 days of receiving an application for consent under paragraph (5)(b) that street authority is deemed to have granted consent.

Closure and diversion of public rights of way

11.—(1) Subject to paragraphs (2), (3), (4) and (5), the undertaker may in connection with the carrying out of the authorised project temporarily restrict, prevent use of or close each of the public rights of way specified in column (2) of Part 1 *(public rights of way to be temporarily closed*) of Schedule 5 *(closure and diversion of public rights of way)* to the extent specified in column (3), by reference to the letters shown on the public rights of way plan

(2) The rights of way specified in Part 1 (*public rights of way to be temporarily closed)* of Schedule 5 (*closure and diversion of public rights of way)* may not be temporarily closed under this article unless a diversion for the closed section of that right of way is first provided by the undertaker to the standard defined in the public rights of way management plan to be approved in accordance with the requirements set out in Schedule 2 (*requirements*) to the reasonable satisfaction of the relevant highway authority.

(3) The relevant diversion route provided under paragraph (2) will be subsequently maintained by the undertaker until the re-opening of the relevant right of way specified in paragraph (1).

(4) Any person who suffers loss by the suspension of any private right of way under this article is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(5) If a highway authority which receives an application for confirmation that an alternative public right of way is satisfactory under paragraph (2) fails to notify the undertaker of its decision before the end of the period of 56 days beginning with the date on which the application was received by that highway authority, it is deemed to have granted consent.

(6) Subject to paragraphs (7) and (8), the undertaker may in connection with the carrying out of the authorised project close each of the public rights of way specified in column (2) of Part 2 (*public rights of way to be permanently diverted)* of Schedule 5 (*closure and diversion of public rights of way*) to the extent specified in column (3), by reference to the letters shown on the public rights of way plan.

(7) No public rights of way may be closed under this article until a temporary alternative route for the passage of such traffic as could have used the public right of way has been provided and subsequently maintained by the undertaker until a permanent alternative has been provided and open to public use, which temporary alternative route must be provided to the reasonable satisfaction of the relevant highway authority, between the points specified in column (4) of Part 2 of Schedule 5.

(8) No later than 3 months from the completion of the authorised project, the undertaker must provide a permanent alternative route for any route permanently stopped up under this article, which permanent alternative route must be provided between the points specified in column (4) of Part 2 of Schedule 5 to the reasonable satisfaction of the relevant highway authority.

Power to alter layout, etc. of streets

12.—(1) The undertaker may for the purposes of carrying out the authorised project permanently alter the layout of, or carry out any works in, a street specified in column (2) of Part 1 (streets subject to permanent street works) and may temporarily alter the layout of, or carry out any works in, a street specified in column (2) of Part 2 *(streets subject to temporary street works)* of Schedule 3 (*streets subject to street works*).

(2) Without limitation on the specific powers conferred by paragraph (1), but subject to paragraph (4), the undertaker may, for the purposes of constructing, operating and maintaining the authorised project, permanently or temporarily alter the layout of any street (and carry out works ancillary to such alterations) whether or not within the Order limits and the layout of any street having a junction with such a street and, without limiting the scope of this paragraph, the undertaker may—

(a) increase the width of the carriageway of the street by reducing the width of any footpath, footway, cycle track, central reservation or verge within the street;

(b) alter the level or increase the width of any such street, footpath, footway, cycle track, central reservation or verge;

(c) reduce the width of the carriageway of the street;

(d) execute any works to widen or alter the alignment of pavements;

(e) make and maintain crossovers and passing places;

(f) execute any works of surfacing or resurfacing of the highway;

(g) carry out works for the provision or alteration of parking places, loading bays and cycle tracks;

(h) execute any works necessary to alter or provide facilities for the management and protection of pedestrians;

(i) execute any works to provide or improve sight lines required by the highway authority;

(j) execute and maintain any works to provide hard and soft landscaping;

(k) carry out re-lining and placement of new temporary markings; and

(l) remove and replace kerbs and flume ditches for the purposes of creating permanent and temporary accesses.

(3) The undertaker must restore to the reasonable satisfaction of the street authority any street that has been temporarily altered under this article.

(4) The powers conferred by paragraph (2) must not be exercised without the consent of the street authority, which may attach reasonable conditions to any consent, but such consent is not to be unreasonably withheld or delayed.

(5) If a street authority which receives an application for consent under paragraph (4) fails to notify the undertaker of its decision before the end of the period of 28 days beginning with the date on which the application was received by that street authority, it is deemed to have granted consent.

Access to works

13.—(1) The undertaker may, with the approval of the relevant planning authority after consultation with the highway authority in accordance with requirement 15 (highway accesses), for the purposes of the authorised project—

(a) form, lay out and maintain means of access, or improve or maintain existing means of access, in the locations specified in Schedule 6 (*access to works*); and

(b) form and lay out such other means of access or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised project.

(2) If the relevant planning authority fails to notify the undertaker of its decision within 28 days of receiving an application for approval under paragraphs (1)(a) or (b) that relevant planning authority is deemed to have granted approval.

Agreements with street authorities

14.—(1) A street authority and the undertaker may enter into agreements with respect to—

(a) any temporary closure, restriction, alteration or diversion of a street authorised by this Order; or

(b) the carrying out in the street of any of the works referred to in article 8 (*street works*).

(2) Such an agreement may, without prejudice to the generality of paragraph (1)—

(a) provide for the street authority to carry out any function under this Order that relates to the street in question;

(b) include an agreement between the undertaker and the street authority specifying a reasonable time for the completion of the works; and

(c) contain such terms as to payment and otherwise as the parties consider appropriate.

Use of private roads

15.—(1) Subject to paragraphs (2), (3) and (4) the undertaker may use any private road within the Order limits for the passage of persons or vehicles (with or without materials, plant and machinery) for the purposes of, or in connection with, the construction and maintenance of the authorised project.

(2) The undertaker must compensate the person liable for the repair of a road to which paragraph (1) applies for any loss or damage which that person may suffer by reason of the exercise of the power conferred by paragraph (1).

(3) Any dispute as to a person's entitlement to compensation under paragraph (2), or as to the amount of such compensation, is to be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(4) The undertaker may only use a private road under paragraph (1) for such time as the power to take temporary possession of the land upon which it is located under either article 30 *(temporary use of land for carrying out the authorised project)* and article 31 *(temporary use of land for maintaining the authorised project)* is capable of being exercised under those articles in relation to that land.

PART 4

Supplemental powers

Discharge of water

16.—(1) Subject to paragraphs (3) and (4) below the undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the carrying out or maintenance of the authorised project and for that purpose may inspect, lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, public sewer or drain.

(2) Any dispute arising from the making of connections to or the use of a public sewer or drain by the undertaker pursuant to paragraph (1) must be determined as if it were a dispute under section 106 (right to communicate with public sewers)**(a)** of the Water Industry Act 1991.

(3) The undertaker must not discharge any water into a watercourse, public sewer or drain except with the consent of the person to whom it belongs; and such consent may be given subject to such terms and conditions as that person may reasonably impose, but must not be unreasonably withheld.

(4) The undertaker must not carry out any works to any public sewer or drain pursuant to paragraph (1) except—

(a) in accordance with plans approved by the person to whom the sewer or drain belongs, but such approval must not be unreasonably withheld; and

(b) where that person has been given the opportunity to supervise the making of the opening.

(5) The undertaker must take such steps as are reasonably practicable to secure that any water discharged into a watercourse or public sewer or drain pursuant to this article is as free as may be practicable from gravel, soil or other solid substance, oil or matter in suspension.

(6) The undertaker must not, in carrying out or maintaining works pursuant to this article damage or interfere with the bed or banks of any watercourse forming part of a main river as defined under section 113(1) of the Water Resources Act 1991.

(7) Nothing in this article overrides the requirement for an environmental permit under Regulation 12(1)(b) (requirement for an environmental permit) of the 2016 Regulations insofar as the discharge activity comes within the definition contained within the 2016 Regulations.

(8) In this article—

(a) "public sewer or drain" means a sewer or drain that belongs to the Environment Agency, a relevant drainage authority, a highway authority, a local authority or a sewerage undertaker; and

(b) other expressions, excluding watercourse, used both in this article and in the Water Resources Act 1991 have the same meaning as in that Act.

(9) If a person who receives an application for consent or approval fails to notify the undertaker of a decision within 28 days of receiving an application for consent under paragraph (3) or approval under paragraph (4)(a) that person is deemed to have granted consent or given approval, as the case may be.

(10) This article is subject to the protective provisions in Part 4 of Schedule 15 (Protective Provisions) where the undertaker discharges water into, or makes any opening into, a watercourse, public sewer or drain belonging to or under the control of a drainage authority.

(**a**) 1991 c. 56. Section 106 was amended by section 35(8) and 43(2) of and paragraph 1 of Schedule 2 to the Competition and Service (Utilities) Act 1992 (c. 43) and sections 36(2) and 99 of the Water Act 2003 (c. 37).

Protective work to buildings

17.—(1) Subject to the provisions of this article, the undertaker may at its own expense carry out such protective works to any building within the Order limits as the undertaker considers necessary or expedient.

(2) Protective works may be carried out—

(a) at any time before or during the carrying out in the vicinity of the building of any part of the authorised project; or

(b) after the completion of that part of the authorised project in the vicinity of the building at any time up to the end of the period of five years beginning with the day on which that part of the authorised project is brought into commercial operation.

(3) For the purpose of determining how the powers under this article are to be exercised the undertaker may enter and survey any building falling within paragraph (1) and any land within its curtilage.

(4) For the purpose of carrying out protective works under this article to a building the undertaker may (subject to paragraphs (5) and (6))—

(a) enter the building and any land within its curtilage; and

(b) where the works cannot be carried out reasonably conveniently without entering land that is adjacent to the building but outside its curtilage, enter the adjacent land (but not any building erected on it).

(5) Before exercising—

(a) a right under paragraph (1) to carry out protective works to a building;

(b) a right under paragraph (3) to enter a building and land within its curtilage;

(c) a right under paragraph (4)(a)to enter a building and land within its curtilage; or

(d) a right under paragraph (4)(b) to enter land;

the undertaker must, except in the case of emergency, serve on the owners and occupiers of the building or land not less than 14 days' notice of its intention to exercise that right and, in a case falling within sub-paragraph (a), (c) or (d), the notice must specify the protective works proposed to be carried out.

(6) Where a notice is served under sub-paragraph (5)(a), (c) or (d), the owner or occupier of the building or land concerned may, by serving a counter-notice within 10 days beginning with the day on which the notice was served, require the question of whether it is necessary or expedient to carry out the protective works or to enter the building or land to be referred to arbitration under article 47 (*arbitration*).

(7) The undertaker must compensate the owners and occupiers of any building or land in relation to which powers under this article have been exercised for any loss or damage arising to them by reason of the exercise of the powers.

(8) Where—

(a) protective works are carried out under this article to a building; and

(b) within the period of five years beginning with the day on which the part of the authorised project carried out in the vicinity of the building is brought into commercial operation it appears that the protective works are inadequate to protect the building against damage caused by the carrying out or use of that part of the authorised project;

the undertaker must compensate the owners and occupiers of the building for any loss or damage sustained by them.

(9) Nothing in this article relieves the undertaker of any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act.

(10) Any compensation payable under paragraph (7) or (8) must be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(11) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act(**a**) applies to the entry onto land under this article to the same extent as it applies in respect of the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act .

(12) In this article, "protective works", in relation to a building, means—

(a) underpinning, strengthening and any other works the purpose of which is to prevent damage that may be caused to the building by the carrying out, maintenance or use of the authorised project; and

(b) any works, the purpose of which is to remedy any damage that has been caused to the building by the carrying out, maintenance or use of the authorised project.

Authority to survey and investigate land onshore

18.—(1) The undertaker may for the purposes of this Order enter on any land within the Order limits or land which may be affected by the authorised project and—

(a) survey or investigate the land;

(b) without limiting sub-paragraph (a), make trial holes and bore holes in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer, subsoil and groundwater and remove soil and groundwater samples;

(c) without limiting sub-paragraph (a), carry out ecological or archaeological investigations on the land, including the digging of trenches, test pits, or environmental monitoring; and

(d) place on, leave on and remove from the land apparatus for use in connection with the survey and investigation of land and the making of trial holes.

(2) No land may be entered or equipment placed or left on or removed from the land under paragraph (1) unless at least 14 days' notice has been served on every owner and occupier of the land. If the undertaker proposes to do any of the following, the notice must include details of what is proposed—

(a) searching, boring or excavating;

(b) leaving apparatus on the land; and

(c) taking samples.

(3) Any person entering land under this article on behalf of the undertaker—

(a) must, if so required before or after entering the land, produce written evidence of their authority to do so; and

(b) may take with them such vehicles and equipment as are necessary to carry out the survey or investigation or to make the trial holes.

(4) No trial holes, trenches or test pits may be made under this article—

(a) in land forming a railway without the consent of Network Rail(**b**);

(b) in land held by or in right of the Crown without the consent of the Crown;

(c) in land located within the highway boundary without the consent of the highway authority; or

(d) in a private street without the consent of the street authority;

but such consent must not be unreasonably withheld or delayed.

(5) After completion of the activities being undertaken pursuant to this article, any apparatus must be removed as soon as practicable, and the land must be restored to its original condition.

(6) The undertaker must compensate the owners and occupiers of the land for any loss or damage arising by reason of the exercise of the powers conferred by this article, such

(**a**) Section 13 was amended by section 139 of, and paragraph 28(2) of Schedule 13 and paragraph 1 of Schedule 23 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).
(**b**) As defined in Part 3 of Schedule 14 (For the Protection of Network Rail Infrastructure Limited).

compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(7) This article applies in relation to the onshore works and Work Nos. 8A, 8B, 9A and 9B only.

(8) If either a highway authority or a street authority which receives an application for consent fails to notify the undertaker of its decision within 28 days of receiving the application for consent—

(a) under paragraph (4)(c) in the case of a highway authority; or

(b) under paragraph (4)(d) in the case of a street authority;

that authority is deemed to have granted consent.

(9) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the entry onto land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

Article not used

19.—(1) Not used

PART 5

Powers of acquisition

Compulsory acquisition of land

20.—(1) DBSEL, with the consent of DBSWL such consent not to be unreasonably withheld, may acquire compulsorily so much of the Order land as is required for the DBS East works, or to facilitate, or is incidental to, the construction, operation and maintenance of the DBS East works.

(2) DBSWL, with the consent of DBSEL such consent not to be unreasonably withheld, may acquire compulsorily so much of the Order land as is required for the DBS West works, or to facilitate, or is incidental to, the construction, operation and maintenance of the DBS West works.

(3) If the undertaker whose consent is required under paragraph (1) or (2) fails to notify the undertaker requesting consent of its decision within 28 days of receiving an application for consent, the first mentioned undertaker is deemed to have given consent.

(4) This article is subject to—

(a) article 21 (time limit for exercise of authority to acquire land compulsorily);

(b) paragraph (3) of article 22 (compulsory acquisition of rights);

(c) article 26 (acquisition of subsoil or airspace only);

(d) paragraph (8) of article 30 (temporary use of land for carrying out the authorised project);

(e) article 41 (*crown rights*); and

(f) Schedule 15 (protective provisions)

Time limit for exercise of authority to acquire land compulsorily

21.—(1) After the end of the period of 7 years beginning on the day on which this Order is made—

(a) no notice to treat may be served under Part 1 (compulsory purchase under the Acquisition of Land Act of 1946) of the 1965 Act; and

(b) no declaration may be executed under section 4(**a**) (execution of declaration) of the 1981 Act as applied by article 24 (*application of the 1981 Act*).

(2) The authority conferred by article 30 (*temporary use of land for carrying out the authorised project*) ceases at the end of the period referred to in paragraph (1), but nothing in this paragraph prevents the undertaker remaining in possession of land after the end of that period if the land was entered, and possession was taken, before the end of that period.

Compulsory acquisition of rights

22.—(1) Subject to paragraph (3), DBSEL may, with the consent of DBSWL such consent not to be unreasonably withheld, acquire compulsorily such rights or impose such restrictive covenants over the Order land as may be required for any purpose for which that land may be acquired under article 20 (*compulsory acquisition of land*), by creating them as well as by acquiring rights already in existence.

(2) Subject to paragraph (3), DBSWL may, with the consent of DBSEL such consent not to be unreasonably withheld, acquire compulsorily such rights or impose such restrictive covenants over the Order land as may be required for any purpose for which that land may be acquired under article 20 (*compulsory acquisition of land*), by creating them as well as by acquiring rights already in existence.

(3) Subject to the provisions of this paragraph, article 23 (*private rights over land*) and article 32 (*statutory undertakers*), in the case of the Order land specified in column (1) of Schedule 7 (*land in which only new rights, etc. may be acquired*), the powers of compulsory acquisition conferred by this Order are limited to the acquisition by the undertaker referred to in the corresponding entry in column (2) of that Schedule of such new rights and the imposition of restrictive covenants as may be required for the purpose specified in relation to that land in column (2) of that Schedule and as described in the book of reference.

(4) Subject to section 8 (other provisions as to divided land) of and Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as substituted by paragraph 5(8) of Schedule 8 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of restrictive covenants), where the undertaker acquires a right over the Order land or imposes a restrictive covenant, or acquires an existing right over land or the benefit of a restrictive covenant already in existence under this article, the undertaker is not required to acquire a greater interest in that land.

(5) Schedule 8 (Modification of compensation and compulsory purchase enactments for creation of new rights and imposition of restrictive covenants) of this Order has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this Order of a right over land by the creation of a new right or the imposition of a restrictive covenant.

(6) In any case where the acquisition of new rights or the imposition of restrictive covenants under paragraphs (1) or (2) is required for the purposes of diverting, replacing or protecting apparatus of a statutory undertaker, the undertaker may, with the consent of the Secretary of State, transfer the power to acquire such rights to the statutory undertaker in question.

(7) The exercise by a statutory undertaker of any power in accordance with a transfer under paragraph (6) is subject to the same restrictions, liabilities and obligations as would apply under this Order if that power were exercised by the undertaker.

Private rights over land

23.—(1) Subject to the provisions of this article, all private rights over land subject to compulsory acquisition under article 20 (*compulsory acquisition of land*) are extinguished—

(a) from the date of acquisition of the land by the undertaker, whether compulsorily, by agreement or through the grant of a lease of the land by agreement; or

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(**a**) Amended by sections 184 and 185 of and paragraph 2 of Schedule 18 to the Housing and Planning Act 2016 (c. 22).

(b) on the date of entry on the land by the undertaker under section 11(1) (powers of entry) of the 1965 Act ;

whichever is the earlier.

(2) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to the compulsory acquisition of rights or the imposition of restrictive covenants under article 22 (*compulsory acquisition of rights*) are extinguished in so far as their continuance would be inconsistent with the exercise of the right or the burden of the restrictive covenant—

(a) from the date of the acquisition of the right or the imposition of the restrictive covenant by the undertaker, whether compulsorily or by agreement; or

(b) on the date of entry on the land by the undertaker under section 11(1) (powers of entry) of the 1965 Act in pursuance of the right;

whichever is the earlier.

(3) Subject to the provisions of this article, all private rights or restrictive covenants over land of which the undertaker takes temporary possession under this Order are suspended and unenforceable, in so far as their continuance would be inconsistent with the purpose for which temporary possession is taken, for as long as the undertaker remains in lawful possession of the land.

(4) Any person who suffers loss by the extinguishment or suspension of any private right under this article is entitled to compensation in accordance with the terms of section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(5) This article does not apply in relation to any right to which section 138 (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) of the 2008 Act or article 32 (*statutory undertakers*) applies.

(6) Paragraphs (1) to (3) have effect subject to—

(a) any notice given by the undertaker before—

(i) the completion of the acquisition of the land or the acquisition of rights or the imposition of restrictive covenants over or affecting the land;

(ii) the undertaker's appropriation of the land;

(iii) the undertaker's entry onto the land; or

(iv) the undertaker's taking temporary possession of the land;

that any or all of those paragraphs do not apply to any right specified in the notice; or

(b) any agreement made at any time between the undertaker and the person in or to whom the right or restrictive covenant in question is vested or belongs or benefits.

(7) If an agreement referred to in paragraph (6)(b)—

(a) is made with a person in or to whom the right or restrictive covenant is vested or belongs or benefits; and

(b) is expressed to have effect also for the benefit of those deriving title from or under that person;

the agreement is effective in respect of the persons so deriving title, whether the title was derived before or after the making of the agreement.

(8) References in this article to private rights over land include any trust, incident, easement, liberty, privilege, right or advantage to which the land is subject.

Application of the 1981 Act

24.—(1) The 1981 Act applies as if this Order were a compulsory purchase order.

(2) The 1981 Act, as applied by paragraph (1), has effect with the following modifications.

(3) In section 1 (application of act), for subsection 2, substitute—

"(2) This section applies to any Minister, any local or other public authority or any other body or person authorised to acquire land by means of a compulsory purchase order.".

(4) In section 5(2) (earliest date for execution of declaration) omit the words from ", and this subsection" to the end.

(5) Section 5A (time limit for general vesting declaration) is omitted.

(6) In section 5B (extension of time limit during challenge) for "section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order), the three year period mentioned in section 5A" substitute "section 118 of the Planning Act 2008 (legal challenges relating to applications for orders granting development consent) the seven year period mentioned in article 21 (*time limit for exercise of authority to acquire land compulsorily*) of the Dogger Bank South East and West Offshore Wind Farms Order 202[X]".

(7) In section 6 (notices after execution of declaration), in subsection (1)(b), for "section 15 of, or paragraph 6 of Schedule 1 to, the Acquisition of Land Act 1981" substitute "section 134 (notice of authorisation of compulsory acquisition) of the Planning Act 2008".

(8) In section 7 (constructive notice to treat), in subsection (1)(a), omit "(as modified by section 4 of the Acquisition of Land Act 1981)".

(9) In Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration), for paragraph 1(2) substitute—

"(2) But see article 26 (acquisition of subsoil or airspace only) of the Dogger Bank South East and West Offshore Wind Farms Order 202[X], which excludes the acquisition of subsoil or airspace only from this Schedule.".

(10) References to the 1965 Act in the 1981 Act must be construed as references to the 1965 Act as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (and as modified by article 28 (modification of Part 1 of the 1965 Act)) to the compulsory acquisition of land under this Order.

Statutory authority to override easements and other rights

25.—(1) The carrying out or use of the authorised project and the doing of anything else authorised by this Order is authorised for the purpose specified in section 158(2) (nuisance: statutory authority) of the 2008 Act, despite it involving—

(a) an interference with an interest or right to which this article applies; or

(b) a breach of a restriction as to use of land arising by virtue of contract.

(2) The undertaker must pay compensation to any person whose land is injuriously affected by—

(a) an interference with an interest or right to which this article applies; or

(b) a breach of a restriction as to use of land arising by virtue of contract, caused by the carrying out or use of the authorised development and the operation of section 158 of the 2008 Act.

(3) The interests and rights to which this article applies are any easement, liberty, privilege, right or advantage annexed to land and adversely affecting other land, including any natural right to support and any restrictions as to the use of land arising by virtue of a contract.

(4) Subsection (2) of section 10 (further provision as to compensation for injurious affection) of the 1965 Act applies to paragraph (2) by virtue of section 152(5) (compensation in case where no right to claim in nuisance) of the 2008 Act.

(5) Any rule or principle applied to the construction of section 10 (further provision as to compensation for injurious affection) of the 1965 Act must be applied to the construction of paragraph (2) with any necessary modifications

Acquisition of subsoil or airspace only

26.—(1) DBSEL may, with the consent of DBSWL such consent not to be unreasonably withheld, acquire compulsorily so much of, or such rights in, the subsoil of or the airspace over the land referred to in paragraph (1) of article 20 (*compulsory acquisition of land*) or article 22 (*compulsory acquisition of rights*) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land.

(2) DBSWL may, with the consent of DBSEL such consent not to be unreasonably withheld, acquire compulsorily so much of, or such rights in, the subsoil of or the airspace over the land referred to in paragraph (2) of article 20 (*compulsory acquisition of land*) or article 22 (*compulsory acquisition of rights*) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land.

(3) Where the undertaker acquires any part of, or rights in, the subsoil of or the airspace over land under paragraph (1) or (2), the undertaker is not required to acquire an interest in any other part of the land.

(4) The following do not apply in connection with the exercise of the power under paragraph (1) or (2) in relation to subsoil or airspace only—

(a) Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act;

(b) Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration) to the 1981 Act; and

(c) Section 153(4A) (reference of objection to Upper Tribunal: general) of the 1990 Act.

(5) Paragraphs (3) and (4) do not apply where the undertaker acquires a cellar, vault, arch or other construction forming part of a house, building or manufactory or airspace above a house, building or manufactory.

Compulsory acquisition of land: minerals

27. Parts 2 and 3 of Schedule 2 (minerals) to the Acquisition of Land Act 1981(**a**) are incorporated in this Order, subject to the following modifications—

(a) paragraph 8(3) is not incorporated;

(b) for "acquiring authority" substitute "undertaker";

(c) for "undertaking" substitute "authorised project"; and

(d) for "compulsory purchase order" substitute "this Order".

Modification of Part 1 of the 1965 Act

28.—(1) Part 1 (compulsory purchase under Acquisition of Land Act of 1946) of the 1965 Act, as applied to this Order by section 125 (application of compulsory acquisition provisions) of the 2008 Act, is modified as follows.

(2) In section 4A(1) (extension of time limit during challenge) for "section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order), the three year period mentioned in section 4" substitute "section 118 of the Planning Act 2008 (legal challenges relating to applications for orders granting development consent), the seven year period mentioned in article 21 (*time limit for exercise of authority to acquire land compulsorily*) of the Dogger Bank South East and West Offshore Wind Farms Order 202[X]".

(3) In section 11A (powers of entry: further notice of entry)—

(a) in subsection (1)(a), after "land" insert "under that provision"; and

(b) in subsection (2), after "land" insert "under that provision".

(**a**) 1981 c.67

(4) In section 22(2) (interests omitted from purchase), for "section 4 of this Act" substitute "article 21 (time limit for exercise of authority to acquire land compulsorily) of the Dogger Bank South East and West Offshore Wind Farms Order 202[X]".

(5) In Schedule 2A (counter-notice requiring purchase of land not in notice to treat)—

(a) for paragraphs 1(2) and 14(2) substitute—

"(2) But see article 26(4) (acquisition of subsoil or airspace only) of the Dogger Bank South East and West Offshore Wind Farms Order 202[X], which excludes the acquisition of subsoil or airspace only from this Schedule"; and

(b) at the end insert—

"PART 4

INTERPRETATION

30. In this Schedule, references to entering on and taking possession of land do not include doing so under article 17 (protective work to buildings), article 30 (temporary use of land for carrying out the authorised project) or article 31 (temporary use of land for maintaining the authorised project) of the Dogger Bank South East and West Offshore Wind Farms Order 202[X].".

Rights under or over streets

29.—(1) The undertaker may enter on and appropriate so much of the subsoil of or airspace over any street within the Order limits as may be required for the purposes of the authorised project and may use the subsoil or airspace for those purposes or any other purpose ancillary to the authorised project.

(2) Subject to paragraph (3), the undertaker may exercise any power conferred by paragraph (1) in relation to a street without being required to acquire any part of the street or any easement or right in the street.

(3) Paragraph (2) does not apply in relation to—

(a) any subway or underground building; or

(b) any cellar, vault, arch or other construction in, on or under a street that forms part of a building fronting onto the street.

(4) Subject to paragraph (5), any person who is an owner or occupier of land appropriated under paragraph (1) without the undertaker acquiring any part of that person's interest in the land, and who suffers loss as a result, is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(5) Compensation is not payable under paragraph (4) to any person who is an undertaker to whom section 85 (sharing of cost of necessary measures) of the 1991 Act applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

Temporary use of land for carrying out the authorised project

30.—(1) The undertaker may, in connection with the carrying out of the authorised project—

(a) enter on and take temporary possession of—

(i) the land specified in column (1) of Schedule 9 (*land of which only temporary possession may be taken*) for the purpose specified in relation to that land in column (2) of that Schedule; and

(ii) any other Order land in respect of which no notice of entry has been served under section 11 (powers of entry) of the 1965 Act (other than in connection with the acquisition of rights only) and no declaration has been made under section 4 (execution of declaration) of the 1981 Act;

(b) remove any buildings, agricultural plant and apparatus, drainage, fences, debris and vegetation from that land;

(c) construct temporary works (including the provision of means of access), haul roads, security fencing, bridges, structures and buildings on that land;

(d) use the land for the purposes of a working site with access to the working site in connection with the authorised project;

(e) construct any works, or use the land, as specified in relation to that land in column (1) of Schedule 9, or any mitigation works;

(f) construct such works on that land as are mentioned in Part 1 (authorised development) of Schedule 1 (authorised project); and

(g) carry out mitigation works required pursuant to the requirements in Part 1 of Schedule A2.

(2) Not less than 28 days before entering on and taking temporary possession of land under this article, the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(3) The undertaker must not remain in possession of the land under this agreement for longer than is reasonably necessary and in any event, without the agreement of the owners of the land, remain in possession of any land under this article—

(a) in the case of land specified in paragraph (1)(a)(i) after the end of the period of one year beginning with the date of completion of the part of the authorised project specified in relation to that land in column (3) of Schedule 9; or

(b) in the case of land specified in paragraph (1)(a)(ii) after the end of the period of one year beginning with the date of completion of the part of the authorised project for which temporary possession of the land was taken unless the undertaker has, before the end of that period, served a notice of entry under section 11 (powers of entry) of the 1965 Act or made a declaration under section 4 (execution of declaration) of the 1981 Act in relation to that land.

(4) Unless the undertaker has served notice of entry under section 11 (powers of entry) of the 1965 Act or made a declaration under section 4 (execution of declaration) of the 1981 Act or otherwise acquired the land or rights over land subject to temporary possession, the undertaker must before giving up possession of land of which temporary possession has been taken under this article, remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker is not required to—

(a) replace any building, structure, drain or electric line removed under this article;

(b) remove any drainage works including culverts installed by the undertaker under this article;

(c) remove any new road surface or other improvements carried out under this article to any street specified in Schedule 3 (streets subject to street works) or any new footpath surface carried out under this article to any footpath or any improvements carried out under this article to any bridge; or

(d) restore the land on which any works have been carried out under paragraph (1)(g) in so far as the works relate to mitigation works identified in the environmental statement or required pursuant to the requirements in Schedule 2.

(5) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of any power conferred by this article.

(6) Any dispute as to a person's entitlement to compensation under paragraph (5), or as to the amount of the compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(7) Nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other

enactment in respect of loss or damage arising from the carrying out of the authorised project, other than loss or damage for which compensation is payable under paragraph (5).

(8) The undertaker may not compulsorily acquire under this Order new rights over or impose restrictive covenants over the land referred to in paragraph (1)(a)(i).

(9) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(10) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

Temporary use of land for maintaining the authorised project

31.—(1) Subject to paragraph (2), at any time during the maintenance period relating to any part of the authorised project, the undertaker may—

(a) enter on and take temporary possession of any land within the Order limits if such possession is reasonably required for the purpose of maintaining the authorised project;

(b) construct such temporary works (including the provision of means of access) and buildings on the land as may be reasonably necessary for that purpose; and

(c) enter on and take temporary possession of any land within the Order limits required to gain access for the purpose of maintaining the authorised project.

(2) Paragraph (1) does not authorise the undertaker to take temporary possession of—

(a) any house or garden belonging to a house; or

(b) any building (other than a house) if it is for the time being occupied.

(3) Not less than 28 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(4) The undertaker may only remain in possession of land under this article for so long as may be reasonably necessary to carry out the maintenance of the part of the authorised project for which possession of the land was taken.

(5) Before giving up possession of land of which temporary possession has been taken under this article the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land.

(6) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of this article.

(7) Any dispute as to a person's entitlement to compensation under paragraph (6), or as to the amount of the compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(8) Nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the maintenance of the authorised project, other than loss or damage for which compensation is payable under paragraph (6).

(9) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(10) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

(11) In this article "the maintenance period" means—

(a) in relation to the maintenance of any tree, hedge or shrub planted as part of an approved landscape management plan the relevant period referred to in requirement 11(2); and

(b) in relation to any other part of the authorised project, means the period of five years beginning with the date on which that part of the authorised project is brought into commercial operation.

Statutory undertakers

32.—(1) Subject to the provisions of article 45 (*protective provisions*) and schedule 15 (protective provisions), the undertaker may—

(a) acquire compulsorily, or acquire new rights or impose restrictive covenants over, the land belonging to statutory undertakers shown on the land plans within the Order limits and as described in the book of reference; and

(b) extinguish or suspend the rights of or the restrictions for the benefit of or remove, relocate or reposition apparatus belonging to, statutory undertakers, over or within the Order limits.

Recovery of costs of new connections

33.—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 32 (*statutory undertakers*), any person who is the owner or occupier of premises to which a supply was given from that apparatus is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.

(2) Paragraph (1) does not apply in the case of the removal of a public sewer, but where such a sewer is removed under article 32, any person who is—

(a) the owner or occupier of premises the drains of which communicated with that sewer; or

(b) the owner of a private sewer that communicated with that sewer;

is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of making the drain or sewer belonging to that person communicate with any other public sewer or with a private sewage disposal plant.

(3) This article does not have effect in relation to apparatus to which Part 3 (street works in England and Wales) of the 1991 Act applies.

(4) In this article "public utility undertaker" has the same meaning as in section 329 (further provision as to interpretation) of the 1980 Act.

PART 6

Operations

Operation of generating station

34.—(1) The undertaker is authorised to operate the generating station comprised in the authorised development.

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

Deemed marine licences under the 2009 Act

35.—(1) The following marine licences are deemed to have been granted to DBSEL under Part 4 (marine licensing) of the 2009 Act for the licensed activities specified in Part 1 of each licence and subject to the conditions specified in Part 2 of each licence—

(a) Deemed Marine Licence 1 (set out in Schedule 10);

(b) Deemed Marine Licence 3 (set out in Schedule 12); and

(c) Deemed Marine Licence 5 (set out in Schedule 14).

(2) The following marine licences are deemed to have been granted to DBSWL under Part 4 (marine licensing) of the 2009 Act for the licensed activities specified in Part 1 of each licence and subject to the conditions specified in Part 2 of each licence—

(a) Deemed Marine Licence 2 (set out in Schedule 11);

(b) Deemed Marine Licence 4 (set out in Schedule 13); and

(c) Deemed Marine Licence 6 (set out in Schedule 14A).

PART 7

Miscellaneous and general

Application of landlord and tenant law

36.—(1) This article applies to—

(a) any agreement for leasing to any person the whole or any part of the authorised project or the right to operate the same; and

(b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised project, or any part of it;

so far as the agreement relates to the terms on which any land that is the subject of a lease granted by or under that agreement is to be provided for that person's use.

(2) No enactment or rule of law regulating the rights and obligations of landlords and tenants prejudices the operation of any agreement to which this article applies.

(3) Accordingly, no such enactment or rule of law applies in relation to the rights and obligations of the parties to any lease granted by or under any such agreement so as to—

(a) exclude or in any respect modify any of the rights and obligations of those parties under the terms of the lease, whether with respect to the termination of the tenancy or any other matter;

(b) confer or impose on any such party any right or obligation arising out of or connected with anything done or omitted on or in relation to land that is the subject of the lease, in addition to any such right or obligation provided for by the terms of the lease; or

(c) restrict the enforcement (whether by action for damages or otherwise) by any party to the lease of any obligation of any other party under the lease.

Operational land for purposes of the 1990 Act

37. Development consent granted by this Order is treated as specific planning permission for the purposes of section 264(3)(a) (cases in which land is to be treated as not being operational land) of the 1990 Act.

Felling or lopping of trees and removal of hedgerows

38.—(1) Subject to article 39 (*trees subject to tree preservation orders*) the undertaker may fell or lop, or cut back the roots of, any tree or shrub within or overhanging land within the Order limits or near any part of the authorised project if the undertaker reasonably believes it to be

necessary to do so to prevent the tree or shrub from obstructing or interfering with the construction, maintenance or operation of the authorised project or any apparatus used in connection with the authorised project.

(2) In carrying out any activity authorised by paragraph (1), the undertaker must not do any unnecessary damage to any tree or shrub and must pay compensation to any person for any loss or damage arising from such activity.

(3) Any dispute as to a person's entitlement to compensation under paragraph (2), or as to the amount of compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(4) The undertaker may, for the purposes of the authorised project—

(a) subject to paragraph (2) above, remove any hedgerows as are within the Order Limits and specified in Part 1 of Schedule 17 (*Removal of hedgerows*) that may be required to be removed for the purposes of carrying out the authorised project; and

(b) remove the important hedgerows as are within the Order Limits and specified in Part 2 of Schedule 17 (*Removal of important hedgerows*) that may be required to be removed for the purposes of carrying out the authorised project.

(5) In this article "hedgerow" and "important hedgerow" have the same meaning as in the Hedgerows Regulations 1997(**a**).

Trees subject to tree preservation orders

39.—(1) Subject to paragraph (2), the undertaker may fell or lop, or cut back the roots of, any tree within or overhanging the Order limits that is subject to a tree preservation order if it reasonably believes it to be necessary to do so to prevent the tree from obstructing or interfering with the construction, maintenance or operation of the authorised project or any apparatus used in connection with the authorised project.

(2) In carrying out any activity authorised by paragraph (1)—

(a) the undertaker must not do any unnecessary damage to any tree or shrub and must pay compensation to any person for any loss or damage arising from such activity; and

(b) the duty contained in section 206(1)(**b**) (replacement of trees) of the 1990 Act does not apply.

(3) The authority given by paragraph (1) constitutes a deemed consent under the relevant tree preservation order.

(4) Any dispute as to a person's entitlement to compensation under paragraph (2), or as to the amount of compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(5) In this article, "tree preservation order" has the same meaning as in section 198 (power to make tree preservation orders) of the 1990 Act.

Saving provisions for Trinity House

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

Crown rights

41.—(1) Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and, in particular, nothing in this Order authorises the undertaker or any lessee or licensee to take, use, enter on or in any manner interfere with any land or rights of

(**a**) S.I. 1997/1160
(**b**) Section 206(1) was amended by paragraph 11 of Schedule 8 to the Planning Act 2008 (c. 29).

any description (including any portion of the shore or bed of the sea or any river, channel, creek, bay or estuary)—

(a) belonging to His Majesty in right of the Crown and forming part of The Crown Estate without the consent in writing of the Crown Estate Commissioners;

(b) belonging to His Majesty in right of the Crown and not forming part of The Crown Estate without the consent in writing of the government department having the management of that land; or

(c) belonging to a government department or held in trust for His Majesty for the purposes of a government department without the consent in writing of that government department.

(2) Paragraph (1) does not apply to the exercise of any right under this Order for the compulsory acquisition of an interest in any Crown land (as defined in section 227 ("Crown land" and "the appropriate Crown authority") of the 2008 Act) which is for the time being held otherwise than by or on behalf of the Crown.

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

Certification of plans and documents, etc.

42.—(1) The undertaker must, as soon as practicable after this Order is made, submit to the Secretary of State all of the documents listed in Schedule 19 (documents to be certified) for certification that they are true copies of the documents referred to in this Order.

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

Abatement of works abandoned or decayed

43.—(1) Where the DBS East Project offshore works or any part of them are abandoned or allowed to fall into decay the Secretary of State may, following consultation with DBSEL, by notice in writing require DBSEL at its own expense either to repair, make safe and restore one or any of those works, or any relevant part of them, or to remove them and, without prejudice to any notice served under section 105(2) (requirement to prepare decommissioning programmes) of the 2004 Act, restore the site to a safe and proper condition, to such an extent and within such limits as may be specified in the notice.

(2) Where the DBS West Project offshore works or any part of them are abandoned or allowed to fall into decay the Secretary of State may, following consultation with DBSWL, by notice in writing require DBSWL at its own expense either to repair, make safe and restore one or any of those works, or any relevant part of them, or to remove them and, without prejudice to any notice served under section 105(2) (requirement to prepare decommissioning programmes) of the 2004 Act, restore the site to a safe and proper condition, to such an extent and within such limits as may be specified in the notice.

Funding

44.—(1) Except where the provisions of paragraph (8) apply, DBSEL must not exercise the powers conferred by the provisions referred to in paragraph (3) in relation to any land unless a guarantee or alternative form of security in respect of the liabilities of DBSEL to pay compensation under this Order in respect of the exercise of the relevant power in relation to that land is in place.

(2) Except where the provisions of paragraph (9) apply, DBSWL must not exercise the powers conferred by the provisions referred to in paragraph (3) in relation to any land unless a guarantee or alternative form of security in respect of the liabilities of DBSWL to pay compensation under this Order in respect of the exercise of the relevant power in relation to that land is in place.

(3) The provisions are—

(a) article 20 (compulsory acquisition of land);

(b) article 22 (compulsory acquisition of rights);

(c) article 23 (private rights over land);

(d) article 26 (acquisition of subsoil or airspace only);

(e) article 29 (rights under or over streets);

(f) article 30 (temporary use of land for carrying out the authorised project);

(g) article 31 (temporary use of land for maintaining the authorised project); and

(h) article 32 (statutory undertakers).

(4) The form of guarantee or security referred to in paragraphs (1) and (2), and the amount guaranteed or secured, must be approved by the Secretary of State, but such approval must not be unreasonably withheld.

(5) The undertaker must provide the Secretary of State with such information as the Secretary of State may reasonably require relating to the interests in the land affected by the exercise of the powers referred to in paragraph (3) for the Secretary of State to be able to determine the adequacy of the proposed guarantee or security including—

(a) the interests affected; and

(b) the undertaker's assessment, and the basis of the assessment, of the level of compensation.

(6) A guarantee or other security given in accordance with this article that guarantees or secures the undertaker's payment of compensation in relation to the exercise of the powers referred to in paragraph (3) is to be treated as enforceable against the guarantor or provider of security by any person to whom such compensation is properly payable and must be in such a form as to be capable of enforcement by such a person.

(7) Nothing in this article requires a guarantee or alternative form of security to be in place for more than 15 years after the date on which the relevant power is exercised.

(8) Nothing in this article requires a guarantee or alternative form of security to be put in place by DBSEL where—

(a) DBSEL provides the Secretary of State with financial information sufficient to demonstrate that it has appropriate funding in place without a guarantee or alternative form of security to meet any liability to pay compensation under this Order in respect of the exercise of the relevant powers in paragraph (1); and

(b) The Secretary of State provides written confirmation that no such guarantee is required, such written confirmation not to be unreasonably withheld.

(9) Nothing in this article requires a guarantee or alternative form of security to be put in place by DBSWL where—

(a) DBSWL provides the Secretary of State with financial information sufficient to demonstrate that it has appropriate funding in place without a guarantee or alternative form of security to meet any liability to pay compensation under this Order in respect of the exercise of the relevant powers in paragraph (2); and

(b) The Secretary of State provides written confirmation that no such guarantee is required, such written confirmation not to be unreasonably withheld.

Protective provisions

45. Schedule 15 (protective provisions) has effect.

Service of notices

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

(a) by post;

(b) by delivering it to the person on whom it is to be served or to whom it is to be given or supplied; or

(c) with the consent of the recipient and subject to paragraphs (6) to (8), by electronic transmission.

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

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

(a) in the case of the secretary or clerk of that body corporate, the registered or principal office of that body; and

(b) in any other case, the last known address of that person at that time of service.

(4) Where for the purposes of this Order a notice or other document is required or authorised to be served on a person as having an interest in, or as the occupier of, land and the name or address of that person cannot be ascertained after reasonable enquiry, the notice may be served by—

(a) addressing it to that person by the description of "owner", or as the case may be "occupier" of the land (describing it); and

(b) either leaving it in the hands of the person who is or appears to be resident or employed on the land or leaving it conspicuously affixed to some building or object on or near the land.

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

(a) the recipient of the notice or other document to be transmitted has given consent to the use of electronic transmission in writing or by electronic transmission;

(b) the notice or document is capable of being accessed by the recipient;

(c) the notice or document is legible in all material respects; and

(d) the notice or document is in a form sufficiently permanent to be used for subsequent reference.

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

(7) Any consent to the use of an electronic transmission by a person may be revoked by that person in accordance with paragraph (8).

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

(a) that person must give notice in writing or by electronic transmission revoking any consent given by that person for that purpose; and

(b) such revocation takes effect on a date specified by the person in the notice but that date must not be less than seven days after the date on which the notice is given.

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

(**a**) 1978 c. 30. Section 7 was amended by paragraph 19 of Schedule 10 to the Road Traffic Regulation Act 1984 (c. 27).

Arbitration

47.—(1) Subject to article 40 (s*aving provisions for Trinity House*), any difference under any provision of this Order, unless otherwise provided for, must be referred to and settled by arbitration in accordance with the rules in Schedule 16 (*Arbitration rules*) by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) by the Secretary of State.

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

Requirements, appeals, etc.

48.—(1) Where an application is made to, or a request is made of, the relevant planning authority or any other relevant person for any agreement or approval required or contemplated by any of the provisions of this Order, such application must be made in writing and such agreement or approval must, if given, be given in writing and must not be unreasonably withheld or delayed.

(2) Part 2 *(approval of matters specified in requirements*) of Schedule 2 has effect in relation to all agreements or approvals granted, refused or withheld in relation to requirements included in Part 1 (*requirements*) of that Schedule.

(3) Save to the extent that the requirements are already subject to Part 2 of Schedule 2, sub-section (1) of section 78 (right to appeal against planning decisions and failure to take such decisions) of the 1990 Act applies to the development consent granted by this Order and to the requirements except that it is modified so as to read for the purposes of this Order only as follows—

(a) after "local planning authority" insert "or Secretary of State";

(b) after sub-section (b) insert the following—

"refuse or fails to determine an application for any consent, agreement or approval of that authority required by a requirement imposed on a grant of development consent or contained in a development consent order, or grant it subject to conditions; or"

(c) after sub-section (1), insert the following—

"(1A) Where the appeal under sub-section (1) relates to a decision by the Secretary of State, the appeal will be decided by a Secretary of State who would not be responsible for determining an application for development consent with the subject matter of The Dogger Bank South East and West Offshore Wind Farms Order 202[ ] if section 103(1) (Secretary of State is to decide applications) of the 2008 Act applied."

(d) Sections 78 (right to appeal against planning decisions and failure to take such decisions) and 79 (determination of appeals) of the 1990 Act have effect in relation to any appeal under the terms of this article except that the Secretary of State in question is the Secretary of State who would be responsible for determining an application for development consent with the subject matter of this Order if section 103(1) (Secretary of State is to decide applications) applied.

Compensation

49. Schedule 18 (compensation measures) has effect.

Inconsistent planning permissions

50.—(1) Any planning permission which has been initiated prior to the commencement of the authorised project pursuant to this Order may continue to be lawfully implemented thereafter notwithstanding any physical incompatibility with the authorised project or inconsistency with any provision of this Order.

(2) As from the date on which the authorised project is commenced any conditions of a planning permission which relate to land within the Order limits or land adjacent to the Order limits cease

to have effect to the extent they are inconsistent with the authorised project or with anything done or approved under the requirements in Part 1 (requirements) of Schedule 2.

(3) As from the date of this Order where planning permission is granted (whether prior to the date of this Order or after) in respect of land within the Order limits for development not forming part of the authorised project, the carrying out of development pursuant to such planning permission is not to operate to prevent the undertaker from carrying out further works for the development of the authorised project pursuant to the terms of this Order. —

(4) Nothing in this Order restricts the undertaker from seeking or implementing, or the relevant planning authority from granting, planning permission for development within the Order limits.

(5) Any development, or any part of a development within the Order limits which is constructed or used under the authority of a planning permission following the coming into force of this Order is to be disregarded at all times for the purposes of ascertaining whether or not an offence has been committed under the provisions of sections 160 (offences) or 161 (breach of terms of order granting development consent) of the 2008 Act.

(6) In this article "planning permission" means a planning permission granted pursuant to Part 3 (control over development) of the 1990 Act (whether express or otherwise).

No double recovery

51. Compensation is not payable in respect of the same matter both under this Order and under any other enactment, any contract or any rule of law, or under two or more different provisions of this Order.

Modification of the Air Navigation Order 2016

52. Article 223 of the Air Navigation Order 2026(**a**) is modified so as to read for the purposes of this Order only as if there were inserted after paragraph (1)(b)—

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

[Signatory text]

Name
Parliamentary Under Secretary of State
Date Department

Comment [ERR4]: *Warning only Low impact [e00120] GLOBAL The signature date has not yet been completed*

SCHEDULE 1

Article 2

Authorised project

PART 1

Authorised development

1. Nationally significant infrastructure projects as defined in sections 14 (nationally significant infrastructure projects: general) and 15 (generating stations) of the 2008 Act located in the North Sea approximately 120 kilometres and 142 kilometres to the north-east of Skipsea on the East Riding of Yorkshire coast, comprising—

(**a**) S.I. 2016/765
(**b**) 2024 c.30

DBS East Project

Offshore works

Work No. 1A—

(a) An offshore wind turbine generating station with a gross electrical output of over 100 megawatts comprising up to 100 wind turbine generators each fixed to the seabed by monopile or jacket foundations;

(b) a network of HVAC subsea cables connecting the wind turbine generators and Work No.2A within the area shown on the works plans, including cable crossings and cable protection;

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

Work No. 2A—

(a) Up to one offshore converter platform fixed to the seabed by jacket or monopile foundations within the area shown on the works plans;

(b) a network of subsea inter-platform cabling within the area shown on the works plans, including cable crossings and cable protection;

Work No. 3A—

(a) up to two HVDC subsea export cables between Work Nos. 2A and 8A along routes within the area shown on the works plans including cable crossings and cable protection;

(b) up to two cables for the transmission of fibre optic communications laid between Work Nos. 2A and 8A consisting of cables along routes within the area shown on the works plans including cable crossings and cable protection;

(c) up to three temporary pits for trenchless cable installation at landfall seaward of MLWS and up to three additional temporary pits (if required) for trenchless cable installation at landfall seaward of MLWS for the DBS West Project within the area shown on the works plans;

(d) installation of up to three landfall cable ducts (if required) and up to three additional landfall cable ducts (if required) for the DBS West Project within the area shown on the works plans;

(e) installation of up to three cable duct extensions from below MLWS to any temporary pits created for trenchless installation situated between MHWS and MLWS, up to three additional cable duct extension (if required) for the DBS West Project from MLWS to any temporary pits created for trenchless cable installation situated between MHWS and MLWS;

Work No. 4A—

Up to one accommodation platform fixed to the seabed by jacket or monopile foundations within the area shown on the works plans;

Work No. 5A—

Up to three HVAC subsea export cables linking Work Nos. 2A and 2B providing an electrical connection between Work Nos. 1A and 1B, including cable crossings and cable protection;

Work No. 6A—

Not used;

Work No. 7A—

A temporary work area associated with Work Nos. 1A to 5A for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1A to 5A;

Intertidal Works – In the County of East Riding of Yorkshire

Work No. 8A—

(a) Installation of up to two HVDC subsea export cables and up to two cables for the transmission of fibre optic communications within up to three landfall cable ducts (if required) between Work No. 3A and Work No. 12A and up to three landfall cable ducts (if required) for the DBS West Project between Work No. 3B and Work No. 12B;

(b) trenchless cable installation;

(c) temporary construction working areas for emergency works;

(d) and vessel anchoring for emergency works.

Work No. 9A—

To provide means of emergency access along the existing beach between Work No. 10A and Work Nos.8A and 12A to allow for access in the event of accidents and / or environmental incidents.

Further Associated Development

In connection with such Work Nos. 1A to 9A and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project and which fall within the scope of the work assessed by the environmental statement, including:

(a) scour protection around the foundations of the offshore structures;

(b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;

(c) the removal of material from the seabed required for the construction of Work Nos. 1A to 8A and the disposal of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works such as sandwave clearance, boulder clearance and pre-lay grapnel runs or ploughs, cable installation preparation such as sandwave clearance, boulder clearance and pre-trenching and excavation of horizontal directional drilling exit pits;

(d) removal of static fishing equipment;

(e) temporary landing places, moorings or other means of accommodating vessels in the construction or maintenance of the authorised project;

(f) disposal of drill arisings in connection with any foundation drilling up to a total of 35,789 cubic metres;

(g) creation and use of temporary laydown areas, use of cable lay vessel anchors; and

(h) lighting.

Onshore Works

Work No. 10A—

Creation of temporary construction access from North Turnpike for emergency access to Work No. 9A to allow for access in event of accidents and / or environmental incidents.

Work No. 11A—

Construction of a temporary construction compound and laydown area for emergency works in Work Nos. 8A and 12A; and—

(a) construction of haul road; and

(b) temporary construction working areas and laydown areas.

Work No. 12A—

Installation of up to two HVDC onshore export cables and up to two cables for the transmission of fibre optic communications within up to three landfall cable ducts (if required) between Work No. 8A and Work No. 13A and up to three landfall cable ducts (if required) for the DBS West Project between Work No. 8B and Work No. 13B; including trenchless installation technique works.

Work No. 13A—

Installation of up to two HVDC subsea export cables, up to two HVDC onshore export cables, up to one earthing cable and up to two cables for the transmission of fibre optic communications within up to three landfall cable ducts (if required) and up to three landfall cable ducts (if required) for the DBS West Project; and—

(a) construction of temporary haul roads;

(b) temporary construction working areas and laydown areas;

(c) up to two transition joint bays;

(d) trenchless installation techniques including the creation of entrance and exit pits and trenchless crossing compounds;

(e) a temporary transition joint bay construction compound for landfall operations;

(f) a temporary construction compound to support construction of transition joint bays;

(g) Installation of up to two HVDC onshore export cables, up to one earthing cable and up to two cables for the transmission of fibre optic communications within cable ducts (if required) including installation of cable ducts and additional ducts for the DBS West Project; cable trenching works;

(h) connection to pre-existing ducts; and

(i) construction of jointing bays and link boxes.

Work No. 14A—

Installation of up to two HVDC onshore export cables, up to one earthing cable and up to two cables for the transmission of fibre optic communications within cable ducts (if required) between Work No. 13A and Work Nos. 24A including:

(a) installation of cable ducts and additional cable ducts for the DBS West Project;

(b) trenchless installation technique works including the creation of entrance and exit pits and trenchless crossing compounds;

(c) cable trenching works;

(d) construction of jointing bays and link boxes;

(e) installation of cables;

(f) construction of temporary haul roads; and

(g) temporary construction working areas and laydown areas.

Work No. 15A—

Creation of temporary construction crossing point of public highway including:

(a) creation and improvement of temporary access to the public highway including creation of new junctions, works to junctions and visibility splays;

(b) construction of temporary haul roads; and

(c) temporary construction working areas and laydown areas.

Work No. 16A—

Construction of temporary construction compounds including:

(a) construction of temporary haul roads; and

(b) temporary construction working areas and laydown areas.

Work No. 17A—

Creation of temporary construction access off public highway including:

(a) creation and improvement of temporary access to the public highway including creation of new junctions, works to junctions and visibility splays;

(b) construction of temporary haul roads; and

(c) temporary construction working areas and laydown areas.

Work No. 18A—

Creation of construction temporary access, construction of temporary haul roads, temporary construction working areas and laydown areas.

Work No. 19A—

Area of proposed temporary improvement to public highway to allow two-way construction vehicle access to Work No. 17A including:

(a) temporary widening of junctions and roads;

(b) temporary increase in length of existing passing places; and

(c) provision of additional temporary passing places.

Work No. 20A—

Construction of temporary construction compounds including;

(a) construction of temporary haul roads; and

(b) temporary construction working areas and laydown areas.

Work No. 21A—

Creation of permanent access off A1079 including:

(a) creation of permanent access to the public highway including creation of new junction, works to junctions, and visibility splays;

(b) construction of permanent access road including permanent land re-profiling;

(c) construction of temporary haul roads; and

(d) temporary construction working areas and laydown areas.

Work No. 22A—

An access and drainage works area comprising:

(a) temporary construction working areas and laydown areas;

(b) temporary access roads and haul roads including temporary land re-profiling;

(c) permanent access roads including permanent land re-profiling;

(d) utilities connections;

(e) diversion of Northern Power Grid 33kV overhead power line;

(f) temporary and permanent drainage works including connection to existing drainage and creation of new sustainable drainage system including appropriate attenuation (if required);

(g) permanent landscaping limited to hedgerow and trees along permanent access track; and

(h) permanent diversion of Walkington Footpath No.4.

Work No. 23A—

Construction of temporary construction compounds including:

(a) construction of temporary haul roads; and

(b) temporary construction working areas and laydown areas.

Work No. 24A—

Works area required for temporary and permanent works associated with construction of converter station(s) and associated infrastructure including:

(a) permanent land re-profiling and creation of platform or foundations for Work Nos. 25A, 26A and 26B;

(b) security fencing;

(c) utilities connections;

(d) temporary and permanent drainage works including to existing drainage, and creation of new sustainable drainage system including appropriate attenuation (if required);

(e) temporary access roads and haul roads including temporary land re-profiling;

(f) permanent access roads including permanent land re-profiling;

(g) temporary construction working areas and laydown areas;

(h) permanent landscaping for screening of converter station(s);

(i) construction of temporary construction compounds;

(j) installation of up to two HVDC onshore export cables, up to one earthing cable and up to two cables for the transmission of fibre optic communications within cable ducts (if required);

(k) installation of up to twelve buried HVAC onshore export cables, up to four earthing cables and up to eight cables for the transmission of fibre optic communications within cable ducts (if required); and

(l) cable crossings, cable protection, installation of cable ducts (including additional cable ducts for the DBS West Project), trenchless installation technique pit works including the creation of entrance and exit pits, cable trenching works, connection to pre-existing ducts, installation of cables in ducts or direct-lay and construction of jointing bays and link boxes.

Work No. 25A—

Construction of electrical converter station infrastructure for the DBS East Project, including:

(a) a compound for electrical works necessary for the onward transmission of electricity (the "converter station compound") containing (but not limited to) switchgear and electrical equipment including high voltage reactors, converter valves and coolers, power transformers, reactive compensation equipment, filters, cooling equipment, control and welfare buildings, up to ten lightning masts, internal rods, security fencing and other associated equipment, structures and buildings including noise attenuation works; and

(b) permanent security fencing and security gate.

Work No. 26A—

Construction of electrical convertor station infrastructure for the DBS East Project, including:

(a) a compound for electrical works necessary for the onward transmission of electricity (the "converter station compound") containing (but not limited to) switchgear and electrical equipment including high voltage reactors, converter valves and coolers, power transformers, reactive compensation equipment, filters, cooling equipment, control and welfare buildings, up to ten lightning masts, internal rods, security fencing and other associated equipment, structures and buildings including noise attenuation works; and

(b) permanent security fencing and security gate.

Work No. 27A—

Permanent landscaping for screening of converter station(s) and works to facilitate this including:

(a) construction of temporary haul roads; and

(b) temporary construction working areas and laydown areas.

Work No. 28A—

Not Used.

Work No. 29A—

Permanent landscaping for screening of converter stations(s) comprising enhancement and management of Ancient Woodland and Local Wildlife Site and works to facilitate these landscaping works including:

(a) construction of temporary haul roads outside the Ancient Woodland; and

(b) temporary construction working areas and laydown areas outside the Ancient Woodland.

Work No. 30A—

Creation of access routes from Work No. 24A to Work No. 27A and Work No. 29A for construction and maintenance of permanent landscaping and to allow access across existing utilities including:

(a) construction of temporary haul roads during construction and for maintenance purposes during operation (if required); and

(b) temporary working areas and laydown areas to facilitate the protection (if required) of existing utilities located in Works No.30A.

Work No. 31A—

Installation of up to twelve buried HVAC onshore export cables, up to four earthing cables and up to eight cables for the transmission of fibre optic communications within cable ducts (if required) between Work No. 24A and Work No. 34A for the DBS Projects including:

(a) Installation of cable ducts and additional cable ducts for the DBS West Project;

(b) trenchless installation technique works including the creation of entrance and exit pits;

(c) cable trenching works;

(d) construction of jointing bays and link boxes;

(e) connection to pre-existing ducts;

(f) installation of cables in ducts or direct-lay;

(g) construction of temporary haul roads; and

(h) temporary construction working areas and laydown areas.

Work No. 33A—

Creation of temporary construction access off A1079 which may be shared with other developments including:

(a) creation and improvement of access to the public highway including creation of new junction, works to junctions and visibility splays;

(b) construction of haul roads; and

(c) temporary construction working areas and laydown areas.

Work No 34A—

Electrical works to connect to the National Grid Substation, including:

(a) works needed to connect the authorised project to the National Grid substation that National Grid is not required, under its transmission licence, to carry out itself including (but not limited to) cabling, cable sealing ends, circuit breakers, surge arrestors, dis-

connectors, transformers, busbars and busbar clamp measuring equipment, relay marshalling rooms and electrical earthing works;

(b) creation of access roads to provide operational and maintenance access.

Further Associated Development

In connection with Work Nos. 10A to 34A and to the extent that they do not otherwise form part of any such works, further associated development comprising such other works may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project and which fall within the scope of the work assessed by the environmental statement, including—

(a) haul roads, ramps, watercourses and other temporary crossings, means of access and other vehicular and / or pedestrian means of access, including creation of new tracks and footpaths, and / or widening, upgrades, alterations and improvements of existing roads, tracks and footpaths;

(b) bunds, embankments, swales, landscaping, signage, fencing and boundary treatments;

(c) provision of temporary and permanent ecological and environmental mitigation works;

(d) spoil storage and associated control measures

(e) jointing bays, link boxes, cable ducts, cable protection, joint protection, manholes, marker posts, underground cable markers, tiles and tape, and lighting and other works associated with laying cables and / or pulling cables through cable ducts including trenchless techniques beneath utilities, watercourses and roads and launch and receptor pits for trenchless crossings;

(f) temporary trenchless crossing compounds and working areas and their restoration;

(g) works for the provision of apparatus including cabling, water and electricity supply works, foul drainage provision, surface water management systems, permanent drainage and temporary drainage during installation of cables and culverting;

(h) works to alter the position of apparatus, including mains, sewers, drains and cables;

(i) works to alter the course of, or otherwise interfere with, non-navigable rivers, streams and watercourses;

(j) habitat creation and enhancement;

(k) landscaping and other works to investigate, ascertain or mitigate any adverse effects of the construction, maintenance or operation of the authorised project.

(l) works for the benefit or protection of land affected by the authorised project;

(m) working sites in connection with the construction of the authorised project, construction of lay down areas and compounds, storage compounds and their restoration;

(n) works of restoration;

(o) fencing or other means of enclosure; and

(p) such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project.

DBS West Project

Offshore works

Work No. 1B—

(a) An offshore wind turbine generating station with a gross electrical output of over 100 megawatts comprising up to 100 wind turbine generators each fixed to the seabed by monopile or jacket foundations;

(b) a network of HVAC subsea cables connecting the wind turbine generators and Work No.2B within the area shown on the works plans, including cable crossings and cable protection;

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

Work No. 2B—

(a) up to one offshore converter platform fixed to the seabed by jacket or monopile foundations within the area shown on the works plans;

(b) a network of subsea inter-platform cabling within the area shown on the works plans, including cable crossings and cable protection;

Work No. 3B—

(a) up to two HVDC subsea export cables between Work Nos. 2B and 8B along routes within the area shown on the works plans including cable crossings and cable protection;

(b) up to two cables for the transmission of fibre optic communications laid between Work Nos. 2B and 8B consisting of cables along routes within the area shown on the works plans including cable crossings and cable protection;

(c) up to three temporary pits for trenchless cable installation at landfall seaward of MLWS and up to three additional temporary pits (if required) for trenchless cable installation at landfall seaward of MWLS for the DBS East Project within the area shown on the works plans;

(d) installation of up to three landfall cable ducts (if required) and up to three additional landfall cable ducts (if required) for the DBS East Project within the area shown on the works plans;

(e) installation of up to three cable duct extensions from below MLWS to any temporary pits created for trenchless installation situated between MHWS and MLWS, up to three additional cable duct extension (if required) for the DBS West Project from MLWS to any temporary pits created for trenchless cable installation situated between MHWS and MLWS;

Work No. 4B—

Up to one accommodation platform fixed to the seabed by jacket or monopile foundations within the area shown on the works plans;

Work No. 5B—

Up to three HVAC subsea export cables linking Work Nos. 2A and 2B providing an electrical connection between Work Nos. 1A and 1B, including cable crossings and cable protection;

Work No. 6B—

Not used;

Work No. 7B—

A temporary work area associated with Work Nos. 1B to 5B for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1B to 5B;

Intertidal Works - In the County of East Riding of Yorkshire

Work No. 8B—

(a) Installation of up to two HVDC subsea export cables and up to two cables for the transmission of fibre optic communications within up to three landfall cable ducts (if required) between Work No. 3B and Work No. 12B and up to three landfall cable ducts (if required) for the DBS East Project between Work No. 3A and Work No. 12A;

(b) trenchless cable installation;

(c) temporary construction working areas for emergency works; and

(d) vessel anchoring for emergency works.

Work No. 9B—

To provide means of emergency access along the existing beach between Work No. 10B and Work Nos. 8B and 12B to allow for access in the event of accidents and / or environmental incidents.

Further Associated Development

In connection with such Work Nos. 1B to 9B and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project and which fall within the scope of the work assessed by the environmental statement, including—

(a) scour protection around the foundations of the offshore structures;

(b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;

(c) the removal of material from the seabed required for the construction of Work Nos. 1B to 8B and the disposal of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works such as sandwave clearance, boulder clearance and pre-lay grapnel runs or ploughs, cable installation preparation such as sandwave clearance, boulder clearance and pre-trenching and excavation of horizontal directional drilling exit pits;

(d) removal of static fishing equipment;

(e) temporary landing places, moorings or other means of accommodating vessels in the construction or maintenance of the authorised project;

(f) disposal of drill arisings in connection with any foundation drilling up to a total of 35,789 cubic metres;

(g) creation and use of temporary laydown areas, use of cable lay vessel anchors; and

(h) lighting.

Onshore Works

Work No. 10B—

Creation of temporary construction access from North Turnpike for emergency access to Work No. 9B to allow for access in event of accidents and / or environmental incidents.

Work No. 11B—

Construction of a temporary construction compound and laydown area for emergency works in Work Nos. 8B and 12B; and—

(a) construction of haul road; and

(b) temporary construction working areas and laydown areas.

Work No. 12B—

Installation of up to two HVDC onshore export cables and up to two cables for the transmission of fibre optic communications within up to three landfall cable ducts (if required) between Work No. 8B and Work No. 13B and up to three landfall cable ducts (if required) for the DBS East Project between Work No. 8A and Work No. 13A; including trenchless installation technique works.

Work No. 13B—

Installation of up to two HVDC subsea export cables, up to two HVDC onshore export cables, up to one earthing cable and up to two cables for the transmission of fibre optic communications

within up to three landfall cable ducts (if required) and up to three landfall cable ducts (if required) for the DBS East Project; and—

(a) construction of temporary haul roads;

(b) temporary construction working areas and laydown areas;

(c) up to two transition joint bays;

(d) trenchless installation techniques including the creation of entrance and exit pits and trenchless crossing compounds;

(e) a temporary transition joint bay construction compound for landfall operations;

(f) a temporary construction compound to support construction of transition joint;

(g) Installation of up to two HVDC onshore export cables, up to one earthing cable and up to two cables for the transmission of fibre optic communications within cable ducts (if required) including installation of cable ducts and additional ducts for the DBS East Project; cable trenching works;

(h) connection to pre-existing ducts; and

(i) construction of jointing bays and link boxes.

Work No. 14B—

Installation of up to two HVDC onshore export cables, up to one earthing cable and up to two cables for the transmission of fibre optic communications within cable ducts (if required) between Work No. 13B and Work Nos. 24B including:

(a) installation of cable ducts and additional cable ducts for the DBS East Project;

(b) trenchless installation technique works including the creation of entrance and exit pits and trenchless crossing compounds;

(c) cable trenching works;

(d) construction of jointing bays and link boxes;

(e) installation of cables;

(f) construction of temporary haul roads; and

(g) temporary construction working areas and laydown areas.

Work No. 15B—

Creation of temporary construction crossing point of public highway including:

(a) creation and improvement of temporary access to the public highway including creation of new junctions, works to junctions and visibility splays;

(b) construction of temporary haul roads; and

(c) temporary construction working areas and laydown areas.

Work No. 16B—

Construction of temporary construction compounds including:

(a) construction of temporary haul roads; and

(b) temporary construction working areas and laydown areas.

Work No. 17B—

Creation of temporary construction access off public highway including:

(a) creation and improvement of temporary access to the public highway including creation of new junctions, works to junctions and visibility splays;

(b) construction of temporary haul roads; and

(c) temporary construction working areas and laydown areas.

Work No. 18B—

Creation of construction temporary access, construction of temporary haul roads, temporary construction working areas and laydown areas.

Work No. 19B—

Area of proposed temporary improvement to public highway to allow two-way construction vehicle access to Work No. 17B including:

(a) temporary widening of junctions and roads; and

(b) temporary increase in length of existing passing places; and

(c) provision of additional temporary passing places.

Work No. 20B—

Construction of temporary construction compounds including:

(a) construction of temporary haul roads; and

(b) temporary construction working areas and laydown areas.

Work No. 21B—

Creation of permanent access off A1079 including:

(a) creation of permanent access to the public highway including creation of new junction, works to junctions, and visibility splays;

(b) construction of permanent access road including permanent land re-profiling;

(c) construction of temporary haul roads; and

(d) temporary construction working areas and laydown areas.

Work No. 22B—

An access and drainage works area comprising:

(a) temporary construction working areas and laydown areas;

(b) temporary access roads and haul roads including temporary land re-profiling;

(c) permanent access roads including permanent land re-profiling;

(d) utilities connections;

(e) diversion of Northern Power Grid 33kV overhead power line;

(f) temporary and permanent drainage works including connection to existing drainage and creation of new sustainable drainage system including appropriate attenuation (if required);

(g) permanent landscaping limited to hedgerow and trees along permanent access track; and

(h) permanent diversion of Walkington Footpath No.4.

Work No. 23B—

Construction of temporary construction compounds including:

(a) construction of temporary haul roads; and

(b) temporary construction working areas and laydown areas.

Work No. 24B—

Works area required for temporary and permanent works associated with construction of converter station(s) and associated infrastructure including:

(a) permanent land re-profiling and creation of platform or foundations for Work Nos. 25A, 26A and 26B;

(b) security fencing;

(c) utilities connections;

(d) temporary and permanent drainage works including to existing drainage and creation of new sustainable drainage system including appropriate attenuation (if required);

(e) temporary access roads and haul roads including temporary land re-profiling;

(f) permanent access roads including permanent land re-profiling;

(g) temporary construction working areas and laydown areas;

(h) permanent landscaping for screening of converter station(s);

(i) construction of temporary construction compounds;

(j) installation of up to two HVDC onshore export cables, up to one earthing cable and up to two cables for the transmission of fibre optic communications within cable ducts (if required);

(k) installation of up to twelve buried HVAC onshore export cables, up to four earthing cables and up to eight cables for the transmission of fibre optic communications within cable ducts (if required); and

(l) cable crossings, cable protection, installation of cable ducts (including additional cable ducts for the DBS East Project), trenchless installation technique pit works including the creation of entrance and exit pits, cable trenching works, connection to pre-existing ducts, installation of cables in ducts or direct-lay and construction of jointing bays and link boxes.

Work No. 26B—

Construction of electrical convertor station infrastructure for the DBS West Project, including:

(a) a compound for electrical works necessary for the onward transmission of electricity (the "converter station compound") containing (but not limited to) switchgear and electrical equipment including high voltage reactors, converter valves and coolers, power transformers, reactive compensation equipment, filters, cooling equipment, control and welfare buildings, up to ten lightning masts, internal rods, security fencing and other associated equipment, structures and buildings including noise attenuation works; and

(b) permanent security fencing and security gate.

Work No. 27B—

Permanent landscaping for screening of converter station(s) and works to facilitate this including:

(a) construction of temporary haul roads; and

(b) temporary construction working areas and laydown areas.

Work No. 28B—

Not Used.

Work No. 29B—

Permanent landscaping for screening of converter stations(s) comprising enhancement and management of Ancient Woodland and Local Wildlife Site and works to facilitate these landscaping works including:

(a) construction of temporary haul roads outside the Ancient Woodland; and

(b) temporary construction working areas and laydown areas outside the Ancient Woodland.

Work No. 30B—

Creation of access routes from Work No. 24B to Work No. 27B and Work No. 29B for construction and maintenance of permanent landscaping and to allow access across existing utilities including:

(a) construction of temporary haul roads during construction and for maintenance purposes during operation (if required); and

(b) temporary working areas and laydown areas to facilitate the protection (if required) of existing utilities located in Work No. 30B.

Work No. 31B—

Installation of up to twelve buried HVAC onshore export cables, up to four earthing cables and up to eight cables for the transmission of fibre optic communications within cable ducts (if required) between Work No. 24B and Work No. 34B for the DBS Projects including:

(a) Installation of cable ducts and additional cable ducts for the DBS East Project;

(b) trenchless installation technique works including the creation of entrance and exit pits;

(c) cable trenching works;

(d) construction of jointing bays and link boxes;

(e) connection to pre-existing ducts;

(f) installation of cables in ducts or direct-lay;

(g) construction of temporary haul roads; and

(h) temporary construction working areas and laydown areas.

Work No. 32B—

Installation of up to twelve buried HVAC onshore export cables, up to four earthing cables and up to eight cables for the transmission of fibre optic communications within cable ducts (if required) between Work No. 31B and Work No. 31B for the DBS West Project including:

(a) Installation of cable ducts;

(b) trenchless installation technique works including the creation of entrance and exit pits;

(c) cable trenching works;

(d) construction of jointing bays and link boxes;

(e) connection to pre-existing ducts;

(f) installation of cables in ducts or direct-lay;

(g) construction of temporary haul roads; and

(h) temporary construction working areas and laydown areas.

Work No. 33B—

Creation of temporary construction access off A1079 which may be shared with other developments including:

(a) creation and improvement of access to the public highway including creation of new junction, works to junctions and visibility splays;

(b) construction of haul roads; and

(c) temporary construction working areas and laydown areas.

Work No 34B—

Electrical works to connect to the National Grid Substation, including:

(a) works needed to connect the authorised project to the National Grid substation that National Grid is not required, under its transmission licence, to carry out itself including (but not limited to) cabling, cable sealing ends, circuit breakers, surge arrestors, dis-connectors, transformers, busbars and busbar clamp measuring equipment, relay marshalling rooms and electrical earthing works;

(b) creation of access roads to provide operational and maintenance access.

Further Associated Development

In connection with Work Nos. 10B to 34B and to the extent that they do not otherwise form part of any such works, further associated development comprising such other works may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project and which fall within the scope of the work assessed by the environmental statement, including—

(a) haul roads, ramps, watercourses and other temporary crossings, means of access and other vehicular and / or pedestrian means of access, including creation of new tracks and footpaths, and / or widening, upgrades, alterations and improvements of existing roads, tracks and footpaths;

(b) bunds, embankments, swales, landscaping, signage, fencing and boundary treatments;

(c) provision of temporary and permanent ecological and environmental mitigation works;

(d) spoil storage and associated control measures

(e) jointing bays, link boxes, cable ducts, cable protection, joint protection, manholes, marker posts, underground cable markers, tiles and tape, and lighting and other works associated with laying cables and / or pulling cables through cable ducts including trenchless techniques beneath utilities, watercourses and roads and launch and receptor pits for trenchless crossings;

(f) temporary trenchless crossing compounds and working areas and their restoration;

(g) works for the provision of apparatus including cabling, water and electricity supply works, foul drainage provision, surface water management systems, permanent drainage and temporary drainage during installation of cables and culverting;

(h) works to alter the position of apparatus, including mains, sewers, drains and cables;

(i) works to alter the course of, or otherwise interfere with, non-navigable rivers, streams and watercourses;

(j) habitat creation and enhancement;

(k) landscaping and other works to investigate, ascertain or mitigate any adverse effects of the construction, maintenance or operation of the authorised project.

(l) works for the benefit or protection of land affected by the authorised project;

(m) working sites in connection with the construction of the authorised project, construction of lay down areas and compounds, storage compounds and their restoration;

(n) works of restoration;

(o) fencing or other means of enclosure; and

(p) such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project.

The grid coordinates for the DBS East Project offshore works and the DBS West Project offshore works are specified below—

Point ID	*Latitude (DMS)*	*Longitude (DMS)*
1	53° 59.636′ N	0° 12.409′ W
2	53° 59.828′ N	0° 11.508′ W
3	53° 59.84′ N	0° 9.787′ W
4	54° 0.103′ N	0° 8.059′ W
5	54° 0.456′ N	0° 6.579′ W
6	54° 1.884′ N	0° 3.053′ W
7	54° 3.141′ N	0° 0.71′ E
8	54° 3.776′ N	0° 2.531′ E
9	54° 4.146′ N	0° 3.459′ E
10	54° 4.277′ N	0° 4.42′ E
11	54° 4.311′ N	0° 5.046′ E

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12	54° 8.777′ N	0° 14.263′ E
13	54° 16.039′ N	0° 31.609′ E
14	54° 16.335′ N	0° 32.155′ E
15	54° 18.431′ N	0° 36.314′ E
16	54° 19.527′ N	0° 37.419′ E
17	54° 25.526′ N	0° 46.478′ E
18	54° 29.179′ N	0° 55.215′ E
19	54° 35.243′ N	1° 15.596′ E
20	54° 41.979′ N	1° 19.185′ E
21	54° 42.688′ N	1° 19.12′ E
22	54° 42.896′ N	1° 19.192′ E
23	54° 43.005′ N	1° 19.299′ E
24	54° 43.102′ N	1° 19.456′ E
25	54° 44.185′ N	1° 21.713′ E
26	54° 44.281′ N	1° 22.039′ E
27	54° 44.3′ N	1° 22.321′ E
28	54° 44.265′ N	1° 22.624′ E
29	54° 39.029′ N	1° 44.927′ E
30	54° 38.849′ N	1° 45.31′ E
31	54° 38.572′ N	1° 45.483′ E
32	54° 34.746′ N	1° 58.903′ E
33	54° 34.771′ N	1° 59.729′ E
34	54° 34.672′ N	2° 0.181′ E
35	54° 34.475′ N	2° 0.47′ E
36	54° 24.475′ N	2° 8.984′ E
37	54° 24.094′ N	2° 8.924′ E
38	54° 23.829′ N	2° 8.434′ E
39	54° 21.084′ N	1° 54.278′ E
40	54° 21.06′ N	1° 53.902′ E
41	54° 21.146′ N	1° 53.486′ E
42	54° 21.337′ N	1° 53.184′ E
43	54° 29.145′ N	1° 46.456′ E
44	54° 28.725′ N	1° 44.404′ E
45	54° 27.929′ N	1° 43.364′ E
46	54° 27.843′ N	1° 43.133′ E
47	54° 26.379′ N	1° 31.042′ E
48	54° 25.979′ N	1° 27.06′ E
49	54° 26.251′ N	1° 24.963′ E
50	54° 27.33′ N	1° 8.974′ E
51	54° 27.864′ N	0° 59.075′ E
52	54° 28.15′ N	0° 55.927′ E
53	54° 24.71′ N	0° 47.697′ E
54	54° 18.879′ N	0° 38.899′ E
55	54° 17.721′ N	0° 37.725′ E
56	54° 15.532′ N	0° 33.384′ E
57	54° 15.193′ N	0° 32.753′ E
58	54° 13.677′ N	0° 29.116′ E
59	54° 12.454′ N	0° 27.885′ E

60	54° 12.333′ N	0° 27.605′ E
61	54° 11.974′ N	0° 25.037′ E
62	54° 7.921′ N	0° 15.379′ E
63	54° 3.303′ N	0° 5.845′ E
64	54° 3.262′ N	0° 5.664′ E
65	54° 3.21′ N	0° 4.703′ E
66	54° 3.152′ N	0° 4.231′ E
67	54° 2.862′ N	0° 3.501′ E
68	54° 2.209′ N	0° 1.631′ E
69	54° 0.97′ N	0° 2.081′ W
70	53° 59.501′ N	0° 5.71′ W
71	53° 58.989′ N	0° 7.857′ W
72	53° 58.699′ N	0° 8.792′ W
73	53° 58.439′ N	0° 9.962′ W
74	53° 58.389′ N	0° 11.761′ W
75	54° 28.994′ N	0° 58.647′ E
76	54° 34.543′ N	1° 17.322′ E
77	54° 34.091′ N	1° 19.939′ E
78	54° 33.849′ N	1° 20.161′ E
79	54° 33.702′ N	1° 20.56′ E
80	54° 31.685′ N	1° 32.691′ E
81	54° 31.68′ N	1° 33.169′ E
82	54° 31.818′ N	1° 33.611′ E
83	54° 30.757′ N	1° 40.251′ E
84	54° 29.978′ N	1° 44.941′ E
85	54° 29.626′ N	1° 43.28′ E
86	54° 28.833′ N	1° 42.219′ E
87	54° 27.438′ N	1° 30.694′ E
88	54° 27.073′ N	1° 27.083′ E
89	54° 27.316′ N	1° 25.259′ E
90	54° 28.402′ N	1° 9.17′ E
91	54° 28.935′ N	0° 59.302′ E

PART 2

Ancillary works

1. Works within the Order limits which have been subject to an environmental assessment recorded in the environmental statement comprising—

(a) intrusive ground investigations including the making of boreholes and trial pits;

(b) temporary landing places, moorings or other means of accommodating or anchoring vessels in the construction or maintenance of the authorised project;

(c) temporary or permanent buoys, beacons, fenders and other navigational warning or ship impact protection works; and

(d) temporary works for the benefit or protection of land, groundwater, watercourses or structures affected by the authorised project.

SCHEDULE 2

Article 3

PART 1

Requirements

Time limits

1.—(1) The DBS East Project must commence no later than the expiration of seven years beginning with the date this Order comes into force.

(2) The DBS West Project must commence no later than the expiration of seven years beginning with the date this Order comes into force.

Detailed offshore design parameters

Wind turbine generator dimensions

2.—(1) Subject to sub-paragraph (2), wind turbine generators forming part of the authorised project must not—

(a) exceed a height of 376.8 metres when measured from MHWS to the tip of the vertical blade;

(b) exceed a rotor diameter of 344.08 metres;

(c) be less than 830 metres from the nearest wind turbine generator in any direction;

(d) have a distance of less than 34 metres between the lowest point of the rotating blade of the wind turbine generator and mean sea level;

(e) exceed 100 wind turbine generators in respect of the DBS East Project offshore works; or

(f) exceed 100 wind turbine generators in respect of the DBS West Project offshore works.

(2) References to the location of a wind turbine generator are references to the centre point at the base of the wind turbine generator.

Wind turbine generator foundations

3.—(1) Wind turbine generator foundations must be piled monopile foundation and/or piled jacket foundation.

(2) Wind turbine generator piled monopile foundations must not have a pile diameter exceeding 15 metres.

(3) Any wind turbine generator piled jacket foundation must not—

(a) have more than four legs;

(b) have more than four piles; or

(c) have a pile diameter exceeding four metres.

(4) Within Work No. 1A, the wind turbine generator foundations must not have—

(a) a total combined seabed footprint (including scour protection) exceeding 311,725 square metres; or

(b) a total combined amount of scour protection exceeding 302,221.21 square metres.

(5) Within Work No. 1B, the wind turbine generator foundations must not have—

(a) a total combined seabed footprint (including scour protection) exceeding 311,725 square metres; or

(b) a total combined amount of scour protection exceeding 302,221.21 square metres.

Offshore converter platform dimensions

4.—(1) The total number of offshore converter platforms and offshore accommodation platforms in respect of the authorised project must not exceed two, consisting of one offshore converter platform and one offshore accommodation platform.

(2) The dimensions of any offshore converter platform and offshore accommodation platform (excluding helidecks, lightning protection, towers, masts and cranes) must not exceed—

(a) 125 metres in length;

(b) 100 metres in width; or

(c) 105 metres in height above LAT.

Offshore converter platform foundations

5.—(1) Offshore converter platforms and offshore accommodation platform foundations must be of one or more of the following foundation options: piled monopile, and/or piled jacket.

(2) Any offshore converter platform or offshore accommodation platform piled monopile foundation must not have a pile diameter exceeding 15 metres.

(3) Any offshore converter platform or offshore accommodation platform piled jacket foundation must not—

(a) have more than eight legs;

(b) have more than eight piles; or

(c) have a pile diameter exceeding 3.8 metres.

(4) Any offshore converter platform or offshore accommodation platform foundation must not—

(a) have a seabed footprint (including scour protection) exceeding 5,411 square metres for piled monopile or piled jacket foundations; or

(b) have a seabed footprint (excluding scour protection) exceeding 177 square metres for piled monopile or piled jacket foundations.

(5) Within Work Nos. 4A and 4B, the offshore accommodation platform foundations must not have—

(a) a total combined seabed footprint (including scour protection) exceeding 5,411 square metres; or

(b) a total combined amount of scour protection exceeding 5,234 square metres.

(6) Within Work Nos. 2A and 2B, the offshore converter platform foundations must not have—

(a) a total combined seabed footprint (including scour protection) exceeding 10,822 square metres; or

(b) a total combined amount of scour protection exceeding 10,468 square metres.

(7) The total volume of scour protection for wind turbine generators, offshore converter platforms and offshore accommodation platforms must not exceed 1,067,840 cubic metres.

Cables and cable protection

6.—(1) Within Work No. 1A the array cables must not, in total—

(a) exceed 350 kilometres in length;

(b) exceed 20 cable crossings;

(c) have cable protection (including cable crossings) exceeding 375,780 square metres in area; or

(d) have cable protection (including cable crossings) exceeding 219,115 cubic metres in volume.

(2) Within Work Nos. 1B the array cables must not, in total—

(a) exceed 350 kilometres in length;

(b) exceed 20 cable crossings;

(c) have cable protection (including cable crossings) exceeding 375,780 square metres in area; or

(d) have cable protection (including cable crossings) exceeding 219,115 cubic metres in volume.

(3) Within Work Nos. 2A the inter-platform cables must not, in total—

(a) exceed 1 in number;

(b) exceed 23 kilometres in length;

(c) exceed 1 cable crossings;

(d) have cable protection (including cable crossings) exceeding 43,203 square metres in area; or

(e) have cable protection (including cable crossings) exceeding 39,207 cubic metres in volume.

(4) Within Work Nos. 2B the inter-platform cables must not, in total—

(a) exceed 1 in number;

(b) exceed 23 kilometres in length;

(c) exceed 1 cable crossings;

(d) have cable protection (including cable crossings) exceeding 43,203 square metres in area; or

(e) have cable protection (including cable crossings) exceeding 39,207 cubic metres in volume.

(5) Within Work Nos. 3A, the offshore export cables must not, in total—

(a) exceed 2 in number;

(b) exceed 376 kilometres in length;

(c) exceed 12 cable crossings;

(d) have cable protection (including cable crossings) exceeding 576,021 square metres in area; or

(e) have cable protection (including cable crossings) exceeding 522,615 cubic metres in volume.

(6) Within Work Nos. 3B the offshore export cables must not, in total—

(a) exceed 2 in number;

(b) exceed 306 kilometres in length;

(c) exceed 12 cable crossings;

(d) have cable protection (including cable crossings) exceeding 470,350 square metres in area; or

(e) have cable protection (including cable crossings) exceeding 426,747 cubic metres in volume.

(7) Within Work Nos. 5A and 5B the inter-platform cables must not, in total—

(a) exceed 3 in number;

(b) exceed 138 kilometres in length;

(c) exceed 9 cable crossings;

(d) have cable protection (including cable crossings) exceeding 286,808 square metres in area; or

(e) have cable protection (including cable crossings) exceeding 260,234 cubic metres in volume.

(8) Within Work Nos. 8A and 8B the offshore export cables must not, in total—

(a) exceed 4 in number;

(b) involve cable crossings;

(c) have any cable protection.

Offshore decommissioning

7.—(1) The DBS East Project offshore works must not be commenced until a written decommissioning programme in compliance with any notice served upon the undertaker by the Secretary of State pursuant to section 105(2)(**a**) (requirement to prepare decommissioning programmes) of the 2004 Act has been submitted to the Secretary of State for approval.

(2) The DBS West Project offshore works must not be commenced until a written decommissioning programme in compliance with any notice served upon the undertaker by the Secretary of State pursuant to section 105(2) (requirement to prepare decommissioning programmes) of the 2004 Act has been submitted to the Secretary of State for approval.

Phases of authorised development

8.—(1) The DBS East Project onshore works must not be commenced until a written scheme setting out the phases of construction of the DBS East Project onshore works has been submitted to and approved by the relevant planning authority.

(2) The DBS West Project onshore works must not be commenced until a written scheme setting out the phases of construction of the DBS West Project onshore works has been submitted to and approved by the relevant planning authority.

(3) Any subsequent amendments to any written scheme submitted for approval under sub-paragraphs (1) and (2) must be submitted to, and approved by, the relevant planning authority.

(4) Each written scheme submitted for approval under sub-paragraphs (1) and (2) scheme must be implemented as approved. The approved details shall be taken to include any amendment that may subsequently be approved in accordance with sub-paragraph (3).

(5) The DBS East onshore works must not be commenced until notification has been submitted to the relevant planning authority by the undertaker as to whether DBSWL intends to commence development of the DBS West Project.

(6) The notification required under sub-paragraph (5) must be submitted to the relevant planning authority prior to submission of a written scheme to be submitted for approval under sub-paragraphs (1) or (2).

(7) If the notification submitted under sub-paragraph (5) gives notice that DBSWL does not intend to commence development of the DBS West Project, DBSEL must not commence construction of Work No. 25A.

(8) If the notification submitted under sub-paragraph (5) gives notice that DBSWL does intend to commence development of the DBS West Project, DBSEL must not commence construction of Work No. 26A.

Detailed design parameters onshore

9.—(1) Construction of Work No. 25A or 26A (as appropriate in accordance with requirement 8) must not commence until the details specified under sub-paragraph (3) have been submitted to and approved in writing by the relevant planning authority.

(2) Construction of Work No. 26B must not commence until the details specified under sub-paragraph (3) have been submitted to and approved in writing by the relevant planning authority.

(3) The details required for approval in accordance with either sub-paragraphs (1) or (2) are—

(a) layout;

(b) scale, which must not exceed:

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

(i) 24 metres in height; and

(ii) a maximum footprint of 32,208 square metres for each onshore converter station;

(c) proposed finished ground levels;

(d) external appearance and materials;

(e) hard surfacing materials;

(f) vehicular and pedestrian access and parking areas;

(g) minor structures, such as furniture, refuse or other storage units, signs and external lighting; and

(h) proposed and existing functional services above and below ground, including drainage, power and communications cables and pipelines, manholes and supports.

(4) The details submitted under sub-paragraphs (1) or (2) must be in accordance with the design and access statement.

(5) Work Nos. 25A or 26A and 26B must be carried out in accordance with the details approved under sub-paragraphs (1) or (2) for each work.

Provision of landscaping

10.—(1) Any phase of the onshore works must not be commenced until a written landscape management plan (which accords with the outline landscape management plan) for that phase has been submitted to, and approved by, the relevant planning authority.

(2) Pre-commencement early planting of landscaping works must only take place in accordance with a specific written landscape management plan for early planting of landscaping works (which accords with the relevant details for early planting of landscaping works in the outline landscape management plan) that has been submitted to and approved by the relevant planning authority.

(3) Each landscape management plan must include details of all proposed hard and soft landscaping works, including—

(a) surveys, assessments and method statements;

(b) location, number, species, size and planting density of any proposed planting;

(c) cultivation, treatment of materials and other operations to ensure plant establishment;

(d) proposed finished ground levels;

(e) details of existing trees and hedges to be removed and details of existing trees and hedges to be retained, with measures for their protection during the construction period where applicable and the details provided should be in accordance with British Standard 5837:2012 “Trees in relation to design, demolition and construction” and the Hedgerow Regulations 1997; and

(f) implementation timetables for all landscaping works, including proposals for reinstatement.

(4) The details submitted under sub-paragraphs (2) and (3) must be in accordance with the design and access statement.

(5) A landscape management plan submitted under sub-paragraph (1) may cover one or more phase of the onshore works.

(6) Each landscape management plan must be implemented as approved.

Implementation and maintenance of landscaping

11.—(1) All landscaping works must be carried out in accordance with a landscape management plan approved under requirement 10 (provision of landscaping).

(2) Any tree or shrub planted as part of an approved landscape management plan that, within five years after planting (save in relation to Work Nos. 22A(g), 22B(g), 24A, 24B, 27A, 27B, 29A and 29B, for which the relevant period is the operational lifetime of the authorised development),

is removed, dies or becomes, in the opinion of the relevant planning authority, seriously damaged or diseased, must be replaced in the next planting season with a specimen of the same species and size as that originally planted, unless otherwise agreed by the relevant planning authority.

Ecological management plan

12.—(1) Any phase of the onshore works must not be commenced until a written ecological management plan (which accords with the outline ecological management plan) for that phase reflecting the survey results and ecological mitigation and enhancement included in the environmental statement has been submitted to and approved by the relevant planning authority in consultation with the relevant statutory nature conservation body and (where works have potential to affect wetland habitat) the Environment Agency.

(2) Pre-commencement site clearance works must only take place in accordance with a specific written ecological management plan for site clearance works (which accords with the relevant details for pre-commencement site clearance works in the outline ecological management plan) has been submitted to and approved by the relevant planning authority in consultation with the relevant statutory nature conservation body and (where works have potential to affect wetland habitat) the Environment Agency.

(3) Any ecological management plan submitted under sub-paragraph (1) may cover one or more phase of the onshore works.

(4) Each ecological management plan must include an implementation timetable and must be carried out as approved.

Permanent fencing and other means of enclosure

13.—(1) No phase of the onshore works may be brought into use until details of all proposed permanent fences, walls or other means of enclosure for that phase have been submitted to and approved by the relevant planning authority.

(2) The details submitted under sub-paragraph (1) must be in accordance with the design and access statement.

(3) All permanent fencing, walls and other means of enclosure must be in accordance with the details approved under sub-paragraph (1).

(4) Any approved permanent fencing in relation to Work Nos. 25A or 26A and 26B must be completed before that work is brought into use.

(5) Any details submitted under sub-paragraph (1) may cover one or more phase of the onshore works.

(6) Permanent fencing, walls and other means of enclosure approved under sub-paragraph (1) must be provided and maintained until the onshore works to which they relate are decommissioned in accordance with the onshore decommissioning plan approved under requirement 27 (*onshore decommissioning*).

Traffic and Transport

14.—(1) Any phase of the onshore works must not be commenced until a construction traffic management plan (which must be in accordance with the outline construction traffic management plan) has for that phase been submitted to and approved by the relevant planning authority in consultation with—

(a) the relevant highway authority; and/or

(b) National Highways; and/or

(c) Hull City Council,

as specified in the outline construction traffic management plan.

(2) Any plan submitted under sub-paragraph (1) may cover one or more phase of the onshore works.

(3) Each plan approved under sub-paragraph (1) must be implemented upon commencement of the relevant phase of the onshore works.

Highway accesses

15.—(1) Construction of any new permanent or temporary means of access to a highway, or alteration, or use of an existing means of access to a highway, must not commence until an access plan for that access has been submitted to and approved by the relevant planning authority in consultation with the relevant highway authority.

(2) The access plan must include details of the siting, design, layout, visibility splays, access management measures, lighting, signing, safety measures, swept path analysis and a maintenance programme relevant to the access it relates to.

(3) The highway accesses (including visibility splays) must be constructed and maintained in accordance with the approved details.

Pre-commencement, Construction and Operational Drainage Strategy

16.—(1) Any phase of the onshore works must not be commenced until a written plan for drainage during construction of the relevant phase has been submitted to and approved by the relevant planning authority in consultation with the lead local flood authority, relevant drainage authority and the Environment Agency.

(2) Any pre-commencement works must not be commenced until a specific written plan for drainage for the relevant pre-commencement works has been submitted to and approved or agreed not required by the relevant planning authority in consultation with the lead local flood authority, relevant drainage authority and the Environment Agency.

(3) Any phase of the onshore works must not be commenced until a written plan for drainage during operation of the relevant work, has been submitted to and approved by the relevant planning authority in consultation with the lead local flood authority, relevant drainage authority and the Environment Agency.

(4) Each pre-commencement drainage strategy, construction drainage strategy and operational drainage strategy must accord with the principles for the relevant phase set out in the outline drainage strategy, must include a timetable for implementation, and must include provision for the maintenance of any measures identified.

(5) Each pre-commencement drainage strategy, construction drainage strategy and operational drainage strategy must be implemented as approved.

(6) Any construction drainage strategy and operational drainage strategy submitted under sub-paragraphs (1) and (2) may cover one or more phases.

Foul Water Drainage

17.—(1) Any phase of the onshore works must not be commenced until written details of the foul water drainage system (if any) (including means of pollution control) for the construction of that phase of the onshore works have been submitted to and approved by the relevant drainage and sewerage authorities in consultation with the lead local flood authority and the Environment Agency.

(2) Any phase of the onshore works must not be commenced until written details of the foul water drainage system (if any) (including means of pollution control) for the operation of that phase of the onshore works have been submitted to and approved by the relevant drainage and sewerage authorities in consultation with the lead local flood authority and the Environment Agency.

(3) The foul water drainage system must be constructed, operated and maintained in accordance with the approved details.

(4) Any details submitted under sub-paragraphs (1) and (2) may cover one or more phase of the onshore works.

Onshore Archaeology

18.—(1) Any phase of the onshore works must not be commenced until a written scheme of archaeological investigation for that phase (which must accord with the outline onshore written scheme of investigation) has, after consultation with the statutory historic body, been submitted to and approved by the relevant planning authority in consultation with the statutory historic body.

(2) Each scheme must—

(a) set out a pre-construction programme of archaeological evaluation that defines the extent and character of archaeological sites and identifies where subsequent archaeological mitigation (i.e. archaeological excavation or monitoring) are required;

(b) set out the programme and methodology for site investigation and recording;

(c) set out the programme for post-excavation assessment, the results of which may inform the scope of analysis;

(d) provision to be made for analysis of the site investigation and recording;

(e) provision to be made for publication and dissemination of the analysis and records of the site investigation;

(f) provision to be made for archive deposition of the analysis and records of the site investigation; and

(g) nominate a competent person or organisation to undertaker the works set out in the written scheme of investigation.

(3) Any written scheme of archaeological investigation or archaeological monitoring works submitted under sub-paragraph (1) may cover one or more phase of the onshore works.

(4) Any archaeological investigations must be carried out in accordance with a scheme approved under sub-paragraph (1).

(5) The pre-construction archaeological evaluation, archaeological site investigations, archaeological monitoring and post-excavation assessment for each phase must be completed for that phase in accordance with the programme set out in the relevant written scheme of archaeological investigation and provision made for analysis, publication and dissemination of results and archive deposition secured for that phase.

(6) For the purposes of this requirement 18 only, the definition of “commence” includes intrusive archaeological investigations.

Code of construction practice

19.—(1) Any phase of the onshore works must not be commenced until a code of construction practice (which must accord with the outline code of construction practice) for that phase has been submitted to and approved by the relevant planning authority in consultation as appropriate with the Environment Agency, the relevant statutory nature conservation body and the MMO where required.

(2) Any code of construction practice submitted under sub-paragraph (1) may cover one or more phase of the onshore works.

(3) All construction works for each phase must be undertaken in accordance with the relevant approved code of construction practice.

(4) Pre-commencement screening and fencing works must only take place in accordance with a specific plan for such pre-commencement works which must accord with the relevant details for screening and fencing security set out in the outline code of construction practice, and which has been submitted to and approved by the relevant planning authority following consultation with the relevant statutory nature conservation body.

(5) Any temporary fencing must be removed on completion of the relevant phase of the onshore works unless otherwise approved by the relevant planning authority.

(6) Any pre-commencement screening and fencing works must be removed on completion of the relevant pre-commencement works unless otherwise approved by the relevant planning authority.

Construction hours for the onshore works

20.—(1) Construction work for the onshore works must only take place between 0700 hours and 1900 hours Monday to Saturday, with no activity on Sundays, bank holidays or public holidays, except as specified in sub-paragraphs (2) to (4).

(2) Outside the hours specified in sub-paragraph (1), construction work may be undertaken for essential activities including but not limited to—

(a) continuous periods of operation that are required as assessed in the environmental statement, such as concrete pouring, drilling, and pulling cables (including fibre optic cables) through ducts and trenchless crossings;

(b) internal fitting out works associated with the onshore HVDC converter station buildings comprised within Work Nos. 25A or 26A and 26B;

(c) delivery of abnormal loads to the onshore works that may otherwise cause congestion on the local road network;

(d) the testing or commissioning of any electrical plant installed as part of the onshore works;

(e) security monitoring; or

(f) activity necessary in the instance of an emergency or where there is an immediate risk to persons, the environment, delivery of electricity, or property.

(3) Save for emergency works, full details, including but not limited to type of activity, vehicle movements and type, timing and duration and any proposed mitigation, of all essential construction activities under sub-paragraph (2) and undertaken outside of the hours specified in sub-paragraph (1) must be approved by the relevant planning authority in writing in advance, and must be carried out within the agreed time.

(4) In the event of an emergency, notification of that emergency must be given to the relevant planning authority and the relevant highway authority as soon as reasonably practicable.

(5) For the purposes of this requirement "emergency" means a situation where, if the relevant action is not taken, there will be adverse health, safety, security or environmental consequences that in the reasonable opinion of the undertaker would outweigh the adverse effects to the public (whether individuals, classes or generally as the case may be) of taking that action.

Control of noise during operational phase

21.—(1) Prior to the commencement of Work No. 25A or 26A a noise management plan for those works must be submitted to and approved by the relevant planning authority.

(2) Prior to the commencement of Work No. 26B a noise management plan for those works must be submitted to and approved by the relevant planning authority.

(3) Any noise management plan submitted under sub-paragraphs (1) or (2) must set out the particulars of—

(a) an assessment of noise from the converter station, demonstrating that the rating level of the converter station sound (determined in accordance with British Standard 4142:2014+A1:2019 'Methods for rating and assessing industrial and commercial noise') does not exceed the following levels at daytime (0700 – 2300 hours) and nighttime (2300 – 0700 hours) at the stated properties (OSGB coordinates provided)—

(i) 50 dB(A) daytime and 40 dB(A) nighttime at Butt Farm, Victoria Road (X:502021, Y:437000);

(ii) 58 dB(A) daytime and 40 dB(A) nighttime at:

(aa) 158 Victoria Road (X:502448, Y:437129);

(bb) Maurice Wood, Jocks Lodge, Victoria Road (X:502509, Y:436990);

(cc) Bentley Lodge, Victoria Road (X:502572 ,Y:436762);

(dd) Spring Mount, Victoria Road (X:502558,Y:436638);

(ee) Rose Villa, Bentley (X:502533,Y:436495);

(iii) 49 dB(A) daytime and 40 dB(A) nighttime at:

(aa) Lake Farm, Bentley (X:501894 ,Y:435945);

(bb) Church Cottage, Bentley (X:501974,Y:435973);

(cc) St Peters House, Bentley (X:501985,Y:435982);

(dd) 1-4 Manor Farm Cottages, Bentley (X:502107,Y:436022);

(ee) Keeper's Cottage, Bentley (X:502147,Y:436035);

(ff) Rose Cottage, Bentley (X:502159,Y:436035);

(b) a scheme for monitoring noise levels which must include—

(i) the circumstances under which noise will be monitored;

(ii) the locations at which noise will be monitored;

(iii) the method of noise measurement (which must be in accordance with British Standard 4142:2014+A1:2019 'Methods for rating and assessing industrial and commercial noise', an equivalent successor standard or other agreed noise measurement methodology appropriate to the circumstances); and

(c) a scheme for a complaints procedure.

(4) Any noise management plan approved under sub-paragraphs (1) or (2) must be implemented as approved.

Control of artificial light emissions

22.—(1) Work No. 25A or 26A must not be brought into operation until a written scheme for the management and mitigation of artificial light emissions during the operation of that work has been submitted to and approved by the relevant planning authority.

(2) Work No. 26B must not be brought into operation until a written scheme for the management and mitigation of artificial light emissions during the operation of that work has been submitted to and approved by the relevant planning authority.

(3) The details submitted under sub-paragraphs (1) or (2) must be in accordance with the design and access statement.

(4) Any scheme approved under sub-paragraphs (1) or (2) must be implemented as approved and thereafter operated and maintained in accordance with the approved details.

European protected species: onshore

23.—(1) Any phase of the onshore works must not be commenced until final pre-construction survey work has been carried out to establish whether a European protected species is present on any of the land affected, or likely to be affected, by that phase of the onshore works or in any of the trees to be lopped or felled as part of that phase of the onshore works.

(2) Where a European protected species is shown to be present, the relevant phase of the onshore works must not commence until a European protected species licence has been granted by the relevant statutory nature conservation body.

(3) The onshore works must be carried out in accordance with any approved European protected species license.

(4) In this requirement "European protected species" has the same meaning as in regulations 42 (European protected species of animals) and 46 (European protected species of plants) of the 2017 Regulations.

Public Rights of Way Management Plan

24.—(1) No phase of the onshore works that would affect a public right of way specified in Schedule 4 is to be undertaken until a public rights of way management plan in respect of that phase and in accordance with the outline public rights of way management plan, including the

specification for making up of an alternative right of way (where appropriate) has been submitted to and approved by the relevant planning authority.

(2) Any alternative public rights of way must be implemented in accordance with the approved public rights of way management plan.

(3) Any public rights of way management plan submitted under sub-paragraph (1) may cover one or more phases of the onshore works.

Restoration of land used temporarily for construction

25. Subject to article 30 (*temporary use of land for carrying out the authorised project*), any land landward of MLWS within the Order limits that is used temporarily for construction of the onshore works, and not ultimately incorporated in permanent works or approved landscaping, must be reinstated to its former condition, or such condition as the relevant planning authority may approve in consultation with, where appropriate, the MMO, and where reinstatement works affect a watercourse, the relevant drainage authority, as soon as reasonably practicable and in any event within 12 months of completion of the relevant phase of the onshore works, or such other period as the relevant planning authority may approve.

Skills and employment

26.—(1) Any phase of the DBS East Project must not be commenced until a skills and employment strategy in respect of that phase (which accords with the outline skills and employment strategy) has been submitted to and approved in writing by the relevant planning authority.

(2) Any phase of the DBS West Project must not be commenced until a skills and employment strategy in respect of that phase (which accords with the outline skills and employment strategy) has been submitted to and approved in writing by the relevant planning authority.

(3) Each skills and employment strategy must be implemented as approved.

(4) Any skills and employment strategy submitted under sub-paragraph (1) may cover one or more phases of the onshore works.

Onshore decommissioning

27.—(1) Within six months of the permanent cessation of commercial operation of the DBS East Project onshore works, an onshore decommissioning plan must be submitted by DBSEL to the relevant planning authority for approval unless otherwise agreed in writing by the relevant planning authority.

(2) Within six months of the permanent cessation of commercial operation of the DBS West Project onshore works, an onshore decommissioning plan must be submitted by DBSWL to the relevant planning authority for approval unless otherwise agreed in writing by the relevant planning authority.

(3) Any onshore decommissioning plan submitted under sub-paragraphs (1) or (2) must be approved by the relevant planning authority prior to any decommissioning works commencing unless otherwise agreed in writing between the relevant planning authority and the undertaker.

(4) If the relevant planning authority fails to notify the undertaker of its decision within 56 days of receiving a request for approval under sub-paragraphs (1) or (2) the relevant planning authority is deemed to have given its approval.

(5) Any decommissioning plan approved under this requirement must be implemented as approved.

Notification of generation of power

28.—(1) DBSEL must notify the relevant planning authority and the MMO upon first generation of power from each phase of the DBS East Project no later than seven days after the occurrence of this event.

(2) DBSWL must notify the relevant planning authority and the MMO upon first generation of power from each phase of the DBS West Project no later than seven days after the occurrence of this event.

Contaminated land and groundwater scheme

29.—(1) Pre-commencement remedial work and onshore works in respect of any identified ground contamination that is likely to cause significant harm to persons or pollution of controlled waters or the environment, must only take place in accordance with a scheme to deal with the contamination of that land (including groundwater), which scheme must be submitted to, and approved by, the relevant planning authority in consultation with the Environment Agency.

(2) Each scheme submitted under sub-paragraph (1) must include an investigation and assessment report, prepared by a specialist consultant to identify the extent of any contamination and the remedial measures to be taken for that stage to render the land fit for its intended purpose, together with a management plan which sets out measures in the event that contamination not previously identified is found to be present and long-term measures with respect to any contaminants remaining on the site.

(3) Such remediation as may be identified in each approved scheme must be carried out in accordance with that approved scheme.

Port traffic

30.—(1) Work Nos. 1A or 1B must not be commenced until—

(a) a port construction traffic management plan for the onshore port-related traffic to and from the construction port or ports and relating to that part of the authorised project, has been submitted to and approved by the relevant highway authority in consultation with the relevant planning authority; or

(b) the relevant highway authority has confirmed, after consultation with the relevant planning authority, that no port construction traffic management plan is required for that part of the authorised project.

(2) Work Nos. 1A or 1B must not begin operating until—

(a) a port travel plan for the onshore port-related traffic to and from the operation port or ports and relating to that part of the authorised project, has been submitted to and approved by the relevant highway authority in consultation with the relevant planning authority; or

(b) the relevant highway authority has confirmed, after consultation with the relevant planning authority, that no port travel plan is required for that part of the authorised project.

(3) The port construction traffic management plan must be implemented as approved at all times specified within the port construction traffic management plan during the construction of the authorised project.

(4) The port travel plan must be implemented as approved at all times specified within the port travel plan during the operation of the authorised project.

(5) For the purposes of this requirement—

"relevant planning authority" and "relevant highway authority" mean—

(a) in respect of sub-paragraph (1), the planning or highway authority or authorities in whose area the relevant construction port is located; and

(b) in respect of sub-paragraph (2), the planning or highway authority or authorities in whose area the relevant operation port is located;

"construction port" or "ports" means a port or ports situated in England and/or Wales and used for construction of the authorised project; and

"operation port" or "ports" means a port or ports situated in England and/or Wales and used by management personnel for the ongoing operational management of the authorised project.

Ministry of Defence Radar Mitigation

31.—(1) No wind turbine generator forming part of Work No. 1B is permitted to rotate its rotor blades on its horizontal axis until the Secretary of State, having consulted with the Ministry of Defence, confirms satisfaction in writing that appropriate mitigation will be implemented and maintained for the life of the DBS West Project Offshore works and that arrangements have been put in place with the Ministry of Defence to ensure that the approved mitigation is implemented.

(2) For the purposes of this requirement—

"appropriate mitigation" means measures to prevent or remove any adverse effects which the DBS West Project Offshore works will have on the air defence radar(s) at Remote Radar Head (RRH) Staxton Wold, and the Ministry of Defence's air surveillance and control operations;

"approved mitigation" means the detailed Radar Mitigation Scheme (RMS) that will set out the appropriate measures and timescales for implementation as agreed with the Ministry of Defence at the time the Secretary of State confirms satisfaction in writing in accordance with sub-paragraph (1); and

"Ministry of Defence" means the Ministry of Defence as represented by Defence Infrastructure Organisation – Safeguarding, St George's House, DIO Head Office, DMS Whittington, Lichfield, Staffordshire, WS14 9PY or any successor body.

(3) The undertaker must thereafter comply with all other obligations contained within the approved mitigation for the life of the DBS West Project Offshore works.

Biodiversity net gain

32.—(1) Any phase of the onshore works must not be commenced until a biodiversity net gain strategy (in accordance with the biodiversity net gain strategy forming Appendix 18-10 of the environmental statement) in relation to that phase has been submitted and approved by the relevant planning authority in consultation with the relevant statutory nature conservation body.

(2) Any biodiversity net gain strategy submitted under sub-paragraph (1) may cover one or more phases of the onshore works.

(3) The biodiversity net gain strategy for each phase must be implemented as approved.

Onshore monitoring plan

33.—(1) Any phase of the onshore works must not be commenced until an onshore operational monitoring plan (in accordance with the outline code of construction practice) in relation to that phase has been submitted to and approved by the relevant planning authority.

(2) Any onshore operational monitoring plan submitted under sub-paragraph (1) may cover one or more phases of the onshore works.

(3) The onshore operational monitoring plan for each phase must be implemented as approved.

Amendments to approved details

34.—(1) Where any requirement requires the authorised project to be carried out in accordance with the details approved by the relevant planning authority or another person (the "approving authority"), the approved details must be taken to include any amendments that may subsequently be approved by the approving authority (after consulting any person that the approving authority is required to consult under the relevant requirement).

(2) The approving authority must not approve an amendment unless it is satisfied that the amendment is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

Onshore collaboration

35. DBSEL and DBSWL must—

(a) before submitting any plan or document required to be submitted for approval under the requirements to the relevant discharging authority, provide a copy of the plan or document to the other undertaker to enable the other undertaker to provide comments on the relevant plans and documentation; and

(b) when submitting any plan or document referred to in sub-paragraph (a) for approval, submit to the relevant discharging authority any comments duly received from the other undertaker or a statement confirming that no such comments were received.

Permanent access road to onshore converter stations

36.—(1) The permanent access road to the onshore DBS East Project converter station and onshore DBS West Project converter station must not commence until details of its precise location, width, the proposed finished ground levels and materials, along with any signage or lighting proposed at the entrance to the access road have been submitted to and approved in writing by the relevant planning authority.

(2) The details submitted under sub-paragraph (1) must be in accordance with the design and access statement.

(3) The permanent access road to the onshore DBS East Project converter station and onshore DBS West Project converter station must be carried out in accordance with the details approved under sub-paragraph (1).

PART 2

Approval of matters specified in requirements

Applications made under requirements

1. In this Part of this Schedule, "discharging authority" means—

(a) any body responsible for giving any consent, agreement or approval required by a requirement included in Part 1 of this Schedule, or for giving any consent, agreement or approval further to any document referred to in any such requirement; or

(b) the local authority in the exercise of its functions set out in sections 60 (control of noise on construction sites) and 61 (prior consent for work on construction sites) of the Control of Pollution Act 1974 subsequently referred to as "the 1974 Act"(**a**).

2.—(1) Where an application has been made to the discharging authority for any consent, agreement or approval required pursuant to a requirement included in Part 1 of this Schedule, or for any consent, agreement or approval further to any document referred to in any such requirement, the discharging authority must give notice to the undertaker of its decision on the application within a period of eight weeks beginning with—

(a) the day immediately following that on which a valid application is received by the discharging authority (such validity to be confirmed by the discharging authority within five days of receipt of the application);

(**a**) 1974 c.40 Section 61 was amended by Schedule 7 to the Building Act 1984 (c.55), Schedule 15 to the Environmental Protection Act 1990 (c.43) and Schedule 24 to the Environment Act 1995 (c.25).

(b) where further information is requested under paragraph 3, the day immediately following that on which the further information has been supplied by the undertaker; or

(c) such longer period as may be agreed in writing by the undertaker and the discharging authority.

(2) In determining any application made to the discharging authority for any consent, agreement or approval required by a requirement contained in Part 1 of this Schedule, the discharging authority may—

(a) give or refuse its consent, agreement or approval; or

(b) give its consent, agreement or approval either subject to reasonable conditions, or unconditionally.

(3) In the event that the discharging authority does not determine an application within the period set out in sub-paragraph (1), the discharging authority is to be taken to have granted all parts of the application (without any condition or qualification) at the end of that period.

(4) In this Part of this Schedule, references to the "undertaker" should be read as a reference to the undertaker who submitted the relevant application.

Further information

3.—(1) In relation to any application referred to in paragraph (2), the discharging authority may request such further information from the undertaker as it considers necessary to enable it to consider the application.

(2) If the discharging authority considers that further information is necessary, and the requirement concerned contained in Part 1 of this Schedule does not specify that consultation with a consultee is required, the discharging authority must, within ten days of receipt of the application, notify the undertaker in writing specifying the further information required.

(3) If the requirement concerned contained in Part 1 of this Schedule specifies that consultation with a consultee is required, the discharging authority must issue the application to the consultee within five working days of receipt of the application, and notify the undertaker in writing specifying any further information requested by the consultee within five working days of receipt of such a request.

(4) If the discharging authority does not give the notification within the period specified in sub-paragraphs (2) or (3) it (and the consultee, as the case may be) is deemed to have sufficient information to consider the application and is not entitled to request further information without the prior agreement of the undertaker.

Appeal

4.—(1) Where a person ("the applicant") makes an application to a discharging authority, the applicant may appeal to the Secretary of State in the event that—

(a) The discharging authority refuses an application for any consent, agreement or approval required by—

(i) a requirement contained in Part 1 of this Schedule; or

(ii) a document referred to in any requirement contained in Part 1 of this Schedule.

(b) the discharging authority issues a notice further to sections 60 (control of noise on construction sites) or 61 (prior consent for work on construction sites) of the 1974 Act;

(c) on receipt of a request for further information pursuant to paragraph (3), the applicant considers that either the whole or part of the specified information requested by the discharging authority is not necessary for the consideration of the application; or

(d) on receipt of any further information requested, the discharging authority notifies the applicant that the information provided is inadequate and requests additional information which the undertaker considers is not necessary for the consideration of the application.

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

(a) any appeal by the applicant must be made within 42 days of the date of the notice of the decision or determination, or (where no determination has been made) the expiry of the time period set out in paragraph 2(1), giving rise to the appeal referred to in sub-paragraph (1);

(b) the applicant must submit the appeal documentation to the Secretary of State and must on the same day provide copies of the appeal documentation to the discharging authority and any consultee specified under the relevant requirement contained in Part 1 of this Schedule;

(c) as soon as is practicable after receiving the appeal documentation, the Secretary of State must appoint a person to consider the appeal ("the appointed person") and must notify the appeal parties of the identity of the appointed person and the address to which all correspondence for the attention of the appointed person should be sent;

(d) the discharging authority and any consultee (if applicable) must submit their written representations together with any other representations to the appointed person in respect of the appeal within 20 working days of the start date specified by the appointed person and must ensure that copies of their written representations and any other representations as sent to the appointed person are sent to each other and to the applicant on the day on which they are submitted to the appointed person;

(e) the applicant must make any counter-submissions to the appointed person within 20 working days of receipt of written representations pursuant to sub-paragraph (d) above; and

(f) the appointed person must make a decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable after the end of the 20 day period for counter-submissions under sub-paragraph (e).

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

(4) In the event that the appointed person considers that further information is necessary to consider the appeal, the appointed person must notify the appeal parties in writing specifying the further information required, the appeal party from whom the information is sought, and the date by which the information is to be submitted.

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

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

(a) allow or dismiss the appeal; or

(b) reverse or vary any part of the decision of the discharging authority (whether the appeal relates to that part of it or not),

(c) and may deal with the application as if it had been made to the appointed person in the first instance.

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

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

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

(10) If an approval is given by the appointed person pursuant to this Part of this Schedule, it is deemed to be an approval for the purpose of Part 1 of this Schedule as if it had been given by the discharging authority. The discharging authority may confirm any determination given by the appointed person in identical form in writing, but a failure to give such confirmation (or a failure to give it in identical form) is not to be taken to affect or invalidate the effect of the appointed person's determination.

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

(12) On application by the discharging authority or the applicant, the appointed person may give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and the terms on which it is to be made, the appointed person must have regard to relevant guidance on the Planning Practice Guidance website or any official circular or guidance which may from time to time replace it.

SCHEDULE 3

Articles 8 and 13

Streets subject to street works

PART 1

Streets subject to permanent street works

(1) Area	*(2) Street subject to permanent street works*
East Riding of Yorkshire	A1079 between reference points 26a and 26b and marked with a green line on the Streets Plan

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PART 2

Streets subject to temporary street works

(1) Area	*(2) Street subject to temporary street works*
East Riding of Yorkshire	North Turnpike between the reference points 1a and 1b and marked with a purple line on sheet 1 of the Streets Plan
East Riding of Yorkshire	Cliff Road between the reference points 2a and 2b and marked with a green line on sheet 5 of the Streets Plan
East Riding of Yorkshire	B1242 (Hornsea Road) between the reference points 2c and 2d and marked with a green line on sheet 5 of the Streets Plan
East Riding of Yorkshire	B1242 (Hornsea Road) between the reference points 2e and 2f and marked with a green line on sheet 5 of the Streets Plan
East Riding of Yorkshire	Bewholme Lane between the reference points 3a and 3b and marked with a green line on sheet 6 of the Streets Plan
East Riding of Yorkshire	Dunnington Lane between the reference points 4a and 4b and marked with a green line on sheet 7of the Streets Plan
East Riding of Yorkshire	Dunnington Lane between the reference points 5a and 5b and marked with a green line on sheet 8 of the Streets Plan
East Riding of Yorkshire	Dunnington Lane between the reference points 5c and 5d and marked with a green line on sheet 8 of the Streets Plan
East Riding of Yorkshire	A165 (Beverley Road) between the reference points 5e and 5f and

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	marked with a green line on sheet 8 of the Streets Plan
East Riding of Yorkshire	Private Access Track between reference points 6a and 6b and marked with a purple line on sheet 11 of the Streets Plan
East Riding of Yorkshire	Billings Lane between the reference points 7a and 7b and marked with a green line on sheet 12 of the Streets Plan
East Riding of Yorkshire	Catfoss Road between the reference points 7c and 7d and marked with a green line on sheet 12 of the Streets Plan
East Riding of Yorkshire	Harsell Lane between reference points 8a and 8b and marked with a green line on sheet 13 of the Streets Plan
East Riding of Yorkshire	Private Access Track between reference points 9a and 9b and marked with a purple line on sheet 15 of the Streets Plan
East Riding of Yorkshire	Catwick Heads between reference points 9c and 9d and marked with a green line on sheet 15 of the Streets Plan
East Riding of Yorkshire	A1035 (West Road) between reference points 9e and 9f and marked with a green line on sheet 15 of the Streets Plan
East Riding of Yorkshire	A1035 (West Road) between reference points 9g and 9h and marked with a green line on sheet 15 of the Streets Plan
East Riding of Yorkshire	Catwick Heads between reference points 10a and 10b and marked with a green line on sheet 16 of the Streets Plan
East Riding of Yorkshire	Catwick Heads between reference points 10c and 10d and marked with a green line on sheet 16 of the Streets Plan
East Riding of Yorkshire	Rise Lane between reference points 11a and 11b and marked with a green line on sheet 17 of the Streets Plan
East Riding of Yorkshire	Private Access Track between reference points 11c and 11d and marked with a purple line on sheet 17 of the Streets Plan
East Riding of Yorkshire	Riston Road between reference points 12a and 12b and marked with a green line on sheet 18 of the Streets Plan
East Riding of Yorkshire	A165 (Whitecross Road) between reference points 13a and 13b and marked with a green line on sheet 19 of the Streets Plan
East Riding of Yorkshire	Private Access Track between reference points 14a and 14b and marked with a purple line on sheet 20 of the Streets Plan
East Riding of Yorkshire	Private Access Track between reference points 14c and 14d and marked with a purple line on sheet 20 of the Streets Plan
East Riding of Yorkshire	Private Access Track between reference points 15a and 15b and marked with a purple line on sheet 21 of the Streets Plan
East Riding of Yorkshire	A1035 (Hornsea Road) between reference points 15c and 15d and marked with a green line on sheet 21 of the Streets Plan
East Riding of Yorkshire	Meaux Lane between reference points 16a and 16b and marked with a green line on sheet 22 of the Streets Plan
East Riding of Yorkshire	Private Access Track between reference points 16c and 16d and marked with a purple line on sheet 22 of the Streets Plan
East Riding of Yorkshire	A1035 (Hornsea Road) between reference points 17a and 17b and marked with a green line on sheet 23 of the Streets Plan
East Riding of Yorkshire	A1035 (Hornsea Road) between reference points 17c and 17d and marked with a green line on sheet 23 of the Streets Plan
East Riding of Yorkshire	Private Access Track between reference points 17e and 17f and marked with a purple line on sheet 23 of the Streets Plan
East Riding of Yorkshire	Private Access Track between reference points 17g and 17h and marked with a purple line on sheet 23 of the Streets Plan
East Riding of Yorkshire	Private Access Track between reference points 17i and 17j and marked with a purple line on sheet 23 of the Streets Plan
East Riding of Yorkshire	Private Access Track between reference points 17k and 17l and marked with a purple line on sheet 23 of the Streets Plan
East Riding of Yorkshire	A1035 (Hornsea Road) between reference points 18a and 18b and

	marked with a green line on sheets 24 and 25 of the Streets Plan
East Riding of Yorkshire	Eske Lane between reference points 18c and 18d and marked with a green line on sheets 24 and 25 of the Streets Plan
East Riding of Yorkshire	A1035 (Hull Bridge Road) between reference points 19a and 19b and marked with a green line on sheet 28 of the Streets Plan
East Riding of Yorkshire	Private Access Track between reference points 19c and 19d and marked with a purple line on sheet 28 of the Streets Plan
East Riding of Yorkshire	Private Access Track between reference points 20a and 20b and marked with a purple line on sheet 29 of the Streets Plan
East Riding of Yorkshire	A1035 (Grange Way) between reference points 20c and 20d and marked with a green line on sheet 29 of the Streets Plan
East Riding of Yorkshire	Ings Road between reference points 20e and 20f and marked with a green line on sheet 29 of the Streets Plan
East Riding of Yorkshire	A164 (Driffield Road) between reference points 21a and 21b and marked with a green line on sheet 30 of the Streets Plan
East Riding of Yorkshire	A1035 (Constitution Hill) between reference points 22a and 22b and marked with a green line on sheet 31 of the Streets Plan
East Riding of Yorkshire	A1035 (Constitution Hill) between reference points 22c and 22d and marked with a green line on sheet 31 of the Streets Plan
East Riding of Yorkshire	Private Access Track between reference points 23a and 23b and marked with a purple line on sheet 32 of the Streets Plan
East Riding of Yorkshire	A1174 (York Road) between reference points 23c and 23d and marked with a green line on sheet 32 of the Streets Plan
East Riding of Yorkshire	Newbald Road between reference points 24a and 24b and marked with a green line on sheet 33 of the Streets Plan
East Riding of Yorkshire	Private Access Track between reference points 25a and 25b and marked with a purple line on sheet 34 of the Streets Plan
East Riding of Yorkshire	B1230 (Broadgate) between reference points 25c and 25d and marked with a green line on sheet 34 of the Streets Plan
East Riding of Yorkshire	A1079 between reference points 26a and 26b and marked with a green line on sheet 35 of the Streets Plan
East Riding of Yorkshire	A164 (Beverley Road) between reference points 27a and 27b and marked with a green line on sheets 36 and 37 of the Streets Plan
East Riding of Yorkshire	Planned Jock's Lodge Highway Alignment between reference points 27c and 27d and marked with a dashed green line on sheets 36 and 37 of the Streets Plan
East Riding of Yorkshire	Planned Jock's Lodge Highway Alignment between reference points 27e and 27f and marked with a dashed green line on sheets 36 and 37 of the Streets Plan
East Riding of Yorkshire	Planned Jock's Lodge Highway Alignment between reference points 27g and 27h and marked with a dashed green line on sheets 36 and 37 of the Streets Plan
East Riding of Yorkshire	Planned Jock's Lodge Highway Alignment between reference points 28a and 28b and marked with a dashed green line on sheets 36 and 37 of the Streets Plan
East Riding of Yorkshire	Planned Jock's Lodge Highway Alignment between reference points 28c and 28d and marked with a dashed green line on sheets 36 and 37 of the Streets Plan
East Riding of Yorkshire	Private Access Track between reference points 28e and 28f and marked with a purple line on sheets 36 and 37 of the Streets Plan
East Riding of Yorkshire	Private Access Track between reference points 28g and 28h and marked with a purple line on sheets 36 and 37 of the Streets Plan
East Riding of Yorkshire	A1079 between reference points 29a and 29b and marked with a green line on sheets 37 and 38 of the Streets Plan

East Riding of Yorkshire	Planned Hornsea Project 4 Alignment between reference points 29c and 29d and marked with a dashed pink line on sheets 37 and 38 of the Streets Plan
East Riding of Yorkshire	Planned Hornsea Project 4 Alignment between reference points 29e and 29f and marked with a dashed pink line on sheets 37 and 38 of the Streets Plan
East Riding of Yorkshire	Planned Hornsea Project 4 Alignment between reference points 29g and 29h and marked with a dashed pink line on sheets 37 and 38 of the Streets Plan
East Riding of Yorkshire	Park Lane between reference points 30a and 30b and marked with a purple line on sheet 38 of the Streets Plan
East Riding of Yorkshire	Park Lane between reference points 30c and 30d and marked with a purple line on sheet 38 of the Streets Plan

SCHEDULE 4

Article 10

Streets to be temporarily closed or restricted

(1) Area	*(2) Streets to be temporarily closed or restricted*	*(3) Extent of temporary closure or restriction*
East Riding of Yorkshire	North Turnpike	Between the reference points 1a and 1b and marked with a purple line on sheet 1 of the Streets Plan
East Riding of Yorkshire	Cliff Road	Between the reference points 2a and 2b and marked with a green line on sheet 5 of the Streets Plan
East Riding of Yorkshire	B1242 (Hornsea Road)	Between the reference points 2c and 2d and marked with a green line on sheet 5 of the Streets Plan
East Riding of Yorkshire	B1242 (Hornsea Road)	Between the reference points 2e and 2f and marked with a green line on sheet 5 of the Streets Plan
East Riding of Yorkshire	Bewholme Lane	Between the reference points 3a and 3b and marked with a green line on sheet 6 of the Streets Plan
East Riding of Yorkshire	Dunnington Lane	Between the reference points 4a and 4b and marked with a green line on sheet 7 of the Streets Plan
East Riding of Yorkshire	Dunnington Lane	Between the reference points 5a and 5b and marked with a green line on sheet 8 of the Streets Plan
East Riding of Yorkshire	Dunnington Lane	Between the reference points 5c and 5d and marked with a green line on sheet 8 of the Streets Plan
East Riding of Yorkshire	A165/Beverley Road	Between the reference points 5e and 5f and marked with a green line on sheet 8 of the Streets Plan
East Riding of Yorkshire	Private Access Track	Between reference points 6a and 6b and marked with a purple line on sheet 11 of the Streets Plan
East Riding of Yorkshire	Billings Lane	Between the reference points 7a and 7b and marked with a green line on sheet 12 of the Streets Plan

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East Riding of Yorkshire	Catfoss Road	Between the reference points 7c and 7d and marked with a green line on sheet 12 of the Streets Plan
East Riding of Yorkshire	Harsell Lane	Between reference points 8a and 8b and marked with a green line on sheet 13 of the Streets Plan
East Riding of Yorkshire	Private Access Track	Between reference points 9a and 9b and marked with a purple line on sheet 15 of the Streets Plan
East Riding of Yorkshire	Catwick Heads	Between reference points 9c and 9d and marked with a green line on sheet 15 of the Streets Plan
East Riding of Yorkshire	A1035 (West Road)	Between reference points 9e and 9f and marked with a green line on sheet 15 of the Streets Plan
East Riding of Yorkshire	A1035 (West Road)	Between reference points 9g and 9h and marked with a green line on sheet 15 of the Streets Plan
East Riding of Yorkshire	Catwick Heads	Between reference points 10a and 10b and marked with a green line on sheet 16 of the Streets Plan
East Riding of Yorkshire	Catwick Heads	Between reference points 10c and 10d and marked with a green line on sheet 16 of the Streets Plan
East Riding of Yorkshire	Rise Lane	Between reference points 11a and 11b and marked with a green line on sheet 17 of the Streets Plan
East Riding of Yorkshire	Private Access Track	Between reference points 11c and 11d and marked with a purple line on sheet 17 of the Streets Plan
East Riding of Yorkshire	Riston Road	Between reference points 12a and 12b and marked with a green line on sheet 18 of the Streets Plan
East Riding of Yorkshire	A165 (Whitecross Road)	Between reference points 13a and 13b and marked with a green line on sheet 19 of the Streets Plan
East Riding of Yorkshire	Private Access Track	Between reference points 14a and 14b. and marked with a purple line on sheet 20 of the Streets Plan
East Riding of Yorkshire	Private Access Track	Between reference points 14c and 14d and marked with a purple line on sheet 20 of the Streets Plan
East Riding of Yorkshire	Private Access Track	Between reference points 15a and 15b and marked with a purple line on sheet 21 of the Streets Plan
East Riding of Yorkshire	A1035 (Hornsea Road)	Between reference points 15c and 15d and marked with a green line on sheet 21 of the Streets Plan
East Riding of Yorkshire	Meaux Lane	Between reference points 16a and 16b and marked with a green line on sheet 22 of the Streets Plan
East Riding of Yorkshire	Private Access Track	Between reference points 16c and 16d and marked with a purple line on sheet 22 of the Streets Plan

East Riding of Yorkshire	A1035 (Hornsea Road)	Between reference points 17a and 17b and marked with a green line on sheet 23 of the Streets Plan
East Riding of Yorkshire	A1035 (Hornsea Road)	Between reference points 17c and 17d and marked with a green line on sheet 23 of the Streets Plan
East Riding of Yorkshire	Private Access Track	Between reference points 17e and 17f and marked with a purple line on sheet 23 of the Streets Plan
East Riding of Yorkshire	Private Access Track	Between reference points 17g and 17h and marked with a purple line on sheet 23 of the Streets Plan
East Riding of Yorkshire	Private Access Track	Between reference points 17i and 17j and marked with a purple line on sheet 23 of the Streets Plan
East Riding of Yorkshire	Private Access Track	Between reference points 17k and 17l and marked with a purple line on sheet 23 of the Streets Plan
East Riding of Yorkshire	A1035 (Hornsea Road)	Between reference points 18a and 18b and marked with a green line on sheets 24 and 25 of the Streets Plan
East Riding of Yorkshire	Eske Lane	Between reference points 18c and 18d and marked with a green line on sheets 24 and 25 of the Streets Plan
East Riding of Yorkshire	A1035 (Hull Bridge Road)	Between reference points 19a and 19b and marked with a green line on sheet 28 of the Streets Plan
East Riding of Yorkshire	Private Access Track	Between reference points 19c and 19d and marked with a purple line on sheet 28 of the Streets Plan
East Riding of Yorkshire	Private Access Track	Between reference points 20a and 20b and marked with a purple line on sheet 29 of the Streets Plan
East Riding of Yorkshire	A1035 (Grange Way)	Between reference points 20c and 20d and marked with a green line on sheet 29 of the Streets Plan
East Riding of Yorkshire	Ings Road	Between reference points 20e and 20f and marked with a green line on sheet 29 of the Streets Plan
East Riding of Yorkshire	A164 (Driffield Road)	Between reference points 21a and 21b and marked with a green line on sheet 30 of the Streets Plan
East Riding of Yorkshire	A1035 (Constitution Hill)	Between reference points 22a and 22b and marked with a green line on sheet 31 of the Streets Plan
East Riding of Yorkshire	A1035 (Constitution Hill)	Between reference points 22c and 22d and marked with a green line on sheet 31 of the Streets Plan
East Riding of Yorkshire	Private Access Track	Between reference points 23a and 23b and marked with a purple line on sheet 32 of the Streets Plan
East Riding of Yorkshire	A1174 (York Road)	Between reference points 23c and 23d and marked with a green line on sheet 32 of the Streets Plan
East Riding of Yorkshire	Newbald Road	Between reference points 24a and 24b and

		marked with a green line on sheet 33 of the Streets Plan
East Riding of Yorkshire	Private Access Track	Between reference points 25a and 25b and marked with a purple line on sheet 34 of the Streets Plan
East Riding of Yorkshire	B1230 (Broadgate)	Between reference points 25c and 25d and marked with a green line on sheet 34 of the Streets Plan
East Riding of Yorkshire	A1079	Between reference points 26a and 26b and marked with a green line on sheet 35 of the Streets Plan
East Riding of Yorkshire	A164 (Beverley Road)	Between reference points 27a and 27b and marked with a green line on sheets 36 and 37 of the Streets Plan
East Riding of Yorkshire	Planned Jock's Lodge Highway Alignment	Between reference points 27c and 27d and marked with a dashed green line on sheets 36 and 37 of the Streets Plan
East Riding of Yorkshire	Planned Jock's Lodge Highway Alignment	Between reference points 27e and 27f and marked with a dashed green line on sheets 36 and 37 of the Streets Plan
East Riding of Yorkshire	Planned Jock's Lodge Highway Alignment	Between reference points 27g and 27h and marked with a dashed green line on sheets 36 and 37 of the Streets Plan
East Riding of Yorkshire	Planned Jock's Lodge Highway Alignment	Between reference points 28a and 28b and marked with a dashed green line on sheets 36 and 37 of the Streets Plan
East Riding of Yorkshire	Planned Jock's Lodge Highway Alignment	Between reference points 28c and 28d and marked with a dashed green line on sheets 36 and 37 of the Streets Plan
East Riding of Yorkshire	Private Access Track	Between reference points 28e and 28f and marked with a purple line on sheets 36 and 37 of the Streets Plan
East Riding of Yorkshire	Private Access Track	Between reference points 28g and 28h and marked with a purple line on sheets 36 and 37 of the Streets Plan
East Riding of Yorkshire	A1079	Between reference points 29a and 29b and marked with a green line on sheets 37 and 38 of the Streets Plan
East Riding of Yorkshire	Planned Hornsea Project 4 Alignment	Between reference points 29c and 29d and marked with a dashed pink line on sheets 37 and 38 of the Streets Plan
East Riding of Yorkshire	Planned Hornsea Project 4 Alignment	Between reference points 29e and 29f and marked with a dashed pink line on sheets 37 and 38 of the Streets Plan
East Riding of Yorkshire	Planned Hornsea Project 4 Alignment	Between reference points 29g and 29h and marked with a dashed pink line on sheets 37 and 38 of the Streets Plan
East Riding of Yorkshire	Park Lane	Between reference points 30a and 30b and marked with a purple line on sheet 38 of the Streets Plan
East Riding of Yorkshire	Park Lane	Between reference points 30c and 30d and marked with a purple line on sheet 38 of the Streets Plan

SCHEDULE 5

Article 11

Closure and diversion of public rights of way

PART 1

Public Rights of Way to be temporarily closed or restricted

(1) Area	*(2) Public rights of way to be temporarily closed or restricted*	*(3) Extent of temporary closure or restriction*
East Riding of Yorkshire	Ulrome Footpath No.6	Between reference points 2a and 2b marked with a solid orange line on sheet 2 of the Public Rights of Way plan.
East Riding of Yorkshire	Skipsea Footpath No.6	Between reference points 5a and 5b marked with a solid orange line on sheet 5 of the Public Rights of Way plan.
East Riding of Yorkshire	Seaton Footpath No.10	Between reference points 12a and 12b marked with a solid orange line on sheet 12 of the Public Rights of Way plan.
East Riding of Yorkshire	Catwick Footpath No. 8	Between reference points 13a and 13b marked with a solid orange line on sheet 13 of the Public Rights of Way plan.
East Riding of Yorkshire	Proposed Bridleway in the parishes of Catwich and Leven	Between reference points 15a and 15b marked with a solid purple line on sheet 15 of the Public Rights of Way plan.
East Riding of Yorkshire	Riston Footpath No.2	Between reference points 16a and 16b marked with a soild orange line on sheet 16 of the Public Rights of Way plan.
East Riding of Yorkshire	Molescroft Footpath No.5	Between reference points 22a and 22b marked with a solid orange line on sheet 22 of the Public Rights of Way plan
East Riding of Yorkshire	Molescroft Footpath No.3	Between reference points 24a and 24b marked with a solid orange line on sheet 24 of the Public Rights of Way plan
East Riding of Yorkshire	Walkington Footpath No.6	Between reference points 27a and 27b marked with a solid orange line on sheet 27 of the Public Rights of Way plan
East Riding of Yorkshire	Walkington Footpath No.4	Between reference points 28c and 28d marked with a solid orange line on sheet 27 of the Public Rights of Way plan
East Riding of Yorkshire	Rowley Bridleway No.13	Between reference points 30a and 30b, 30c and 30d and 30e and 30f marked with a solid green line on sheet 30 of the

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		Public Rights of Way plan
East Riding of Yorkshire	Woodmansey Bridleway No.30	Between reference points 30g and 30h marked with a solid green line on sheet 30 of the Public Rights of Way plan
East Riding of Yorkshire	Woodmansey Bridleway No.6	Between reference points 31a and 31b and 31c and 31d marked with a solid green line on sheet 31 of the Public Rights of Way plan

PART 2

Public Rights of Way to be permanently diverted

(1) *Area*	*(2) Public rights of way to be permanently diverted*	*(3) Extent of closure*	*(4) Extent of substitute right of way*
East Riding of Yorkshire	Walkington Footpath No.4	Between reference points 28a and 28b marked with a solid pink line on sheet 28 of the Public Rights of Way Plan	Between reference points 28a and 28b marked with a blue dashed line on sheet 28 of the Public Rights of Way plan

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SCHEDULE 6

Article 13

Access to works

(1) Area	*(2) Description of access*
East Riding of Yorkshire	Vehicular access from North Turnpike marked point AC0 on sheet 2 of the Access to Works plan
East Riding of Yorkshire	Vehicular access from Cliff Road marked points C1 (North) and C1 (South) on sheet 5 of the Access to Works plan
East Riding of Yorkshire	Vehicular access from B1242 (Hornsea Road) marked points AC1 (East) and AC1 (West) on sheet 5 of the Access to Works plan.
East Riding of Yorkshire	Vehicular access from Bewholme Lane marked points C2 (East) and C2 (West) on sheet 6 of the Access to Works plan.
East Riding of Yorkshire	Vehicular access from Dunnington Lane marked points C3 (East) and C3 (West) on sheet 7 of the Access to Works plan.
East Riding of Yorkshire	Vehicular access from Dunnington Lane marked points C4 (East) and C4 (West) on sheet 8 of the Access to Works plan.
East Riding of Yorkshire	Vehicular access from Dunnington Lane marked point AC2 on sheet 8 of the Access to Works plan.
East Riding of Yorkshire	Vehicular access from Billings Lane marked points C5 (West) and C5 (East) on sheet 12 of the Access to Works plan.
East Riding of Yorkshire	Vehicular access from Catfoss Road marked points AC3 (North) and AC3 (South) on sheet 12 of the Access to Works plan.
East Riding of Yorkshire	Vehicular access from Harsell Lane marked points C6 (North) and C6 (South) on sheet 13 of the Access to Works plan.
East Riding of Yorkshire	Vehicular access from Catwick Heads marked point AC4 on sheet 15 of the Access to Works plan.
East Riding of Yorkshire	Vehicular access from the A1035 (West Road) marked point AC5

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	on sheet 15 of the Access to Works plan.
East Riding of Yorkshire	Vehicular access from Catwick Heads marked points C7 (East) and C7 (West) on sheet 16 of the Access to Works plan.
East Riding of Yorkshire	Vehicular access from Rise Lane marked points C8 (North) and C8 (South) on sheet 17 of the Access to Works plan.
East Riding of Yorkshire	Vehicular access from Riston Road marked points C9 (East) and C9 (West) on sheet 18 of the Access to Works plan.
East Riding of Yorkshire	Vehicular access from the A165 (Whitecross Road) marked points AC7 (North) and AC7 (South) on sheet 19 of the Access to Works plan.
East Riding of Yorkshire	Vehicular access from the A1035 (Hornsea Road) marked point AC8 on sheet 21 of the Access to Works plan.
East Riding of Yorkshire	Vehicular access from Meaux Lane marked points C10 (East) and C10 (West) on sheet 22 of the Access to Works plan.
East Riding of Yorkshire	Vehicular access from the A1035 (Hornsea Road) marked points AC9 (South) and AC9 (North) on sheet 23 of the Access to Works plan.
East Riding of Yorkshire	Vehicular access from Eske Lane marked points AC10 (East) and AC10 (West) on sheet 24 of the Access to Works plan.
East Riding of Yorkshire	Vehicular access from the A1035 (Hull Bridge Road) marked point AC11 on sheet 28 of the Access to Works plan.
East Riding of Yorkshire	Vehicular access from Ings Road marked point AC12 on sheet 29 of the Access to Works plan.
East Riding of Yorkshire	Vehicular access from the A164 (Driffield Road) marked points AC14 (East) and AC14 (West) on sheet 30 of the Access to Works plan.
East Riding of Yorkshire	Vehicular access from the A1035 (Constitution Hill) marked points AC13 (North) and AC13 (South) on sheet 31 of the Access to Works plan.
East Riding of Yorkshire	Vehicular access from the A1174 (York Road) marked points AC15 (North) and AC15 (South) on sheet 32 of the Access to Works plan.
East Riding of Yorkshire	Vehicular access from the B1230 (Broadgate) marked points AC16 (North) and AC16 (South) on sheet 34 of the Access to Works plan.
East Riding of Yorkshire	Vehicular access from the A1079 marked point AC-SB4 on sheet 35 of the Access to Works plan.
East Riding of Yorkshire	Vehicular access from the A1079 marked point AC17 (South) on sheet 37 of the Access to Works plan.
East Riding of Yorkshire	Vehicular access from Planned Jock's Lodge Highway Alignment marked point AC17 (West) on sheets 36 and 37 of the Access to Works plan.
East Riding of Yorkshire	Vehicular access from the A164 (Beverley Road) marked point AC18 on sheets 36 and 37 of the Access to Works plan.
East Riding of Yorkshire	Vehicular access from Park Lane marked points C14 (North), C14 (West) and C14 (South) on sheet 38 of the Access to Works plan.
East Riding of Yorkshire	Vehicular access from Park Lane marked points C15 (North) and C15 (South) on sheet 38 of the Access to Works plan.

SCHEDULE 7

Article 22

Land in which only new rights, etc. may be acquired

(1) *Plot reference number shown on land plans*	*(2)* *Purpose for which rights may be acquired*

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02-001, 02-002, 02-003, 02-004, 02-005, 02-006, 02-007, 02-008, 02-009, 02-010, 02-011, 02-012, 02-013, 02-014, 02-015, 02-017, 02-021, 02-022, 02-024, 02-026, 02-030, 02-031, 02-034, 02-038, 03-001, 03-002, 03-010, 03-011, 03-012, 03-013, 04-008, 04-009, 04-010, 04-014, 04-018, 04-021, 04-022, 04-023, 04-024, 05-001, 05-003, 05-004, 05-005, 06-001, 06-002, 06-007, 06-017, 06-018, 06-025, 07-001, 07-002, 07-003, 07-004, 07-005, 08-008, 08-009, 08-013, 08-015, 08-016, 08-017, 08-025, 08-026, 09-001, 09-002, 09-003, 09-008, 09-009, 09-010, 09-013, 10-005, 10-006, 10-007, 10-008, 10-009, 10-010, 10-011, 10-012, 10-013, 10-014, 10-019, 11-008, 11-018, 12-004, 12-011, 12-012, 12-013, 12-014, 13-001, 13-002, 13-003, 13-004, 13-005, 13-009, 13-014, 13-015, 13-016, 13-017, 14-005, 14-006, 14-007, 14-008, 14-013, 14-014, 15-006, 15-007, 15-008, 16-001, 16-002, 16-003, 16-004, 16-008, 16-009, 17-002, 17-008, 17-009, 17-010, 17-011, 18-001, 18-002, 18-007, 18-009, 18-010a, 18-012, 18-014a, 18-027, 18-038, 18-039, 18-039a, 18-043a, 18-043b, 18- 043c, 18-043d, 18-043e, 18-043f, 18-043g, 18- 043h, 18-043i, 18-043, 18-050, 18-052, 18-054, 19-003, 19-004, 19-005, 19-007, 20-002	Cable rights and restrictive covenants **1.** Cable rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to— (a) lay down, install, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, under, over and/or on the Land, together with such telemetry and fibre-optic lines, ducting, jointing bays, allow the installation and use of electricity cables in the additional ducts, and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (all collectively referred to as the "cables"), and in doing so, to use or resort to trenchless installation techniques including (but not limited to) directional drilling beneath sea defences, watercourses, roads and railways; (b) lay down, install, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the additional ducts for electricity cables (including the removal of materials including spoil) in, under, over and/or on the Land, allow the installation and use of electricity cables in the additional ducts, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (all collectively referred to as the "cables"), and in doing so, to use or resort to trenchless installation techniques including (but not limited to) directional drilling beneath sea defences, watercourses, roads and railways; (c) enter, be on, and break open and break up the surface of the Land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables; (d) benefit from continuous vertical and lateral support for the authorised project; (e) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing and replacing the ducting, electrical infrastructure and cables; (f) construct and install and thereafter use the Land for all necessary purposes for the commissioning, construction, repair, testing and maintenance of the ducting, electrical infrastructure and cables in, on or under the Land; (g) place and use plant, machinery, structures and temporary structures within the Land for the purposes of the

	installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the ducting, electrical infrastructure and cables and to erect temporary signage and provide measures for the benefit of public and personnel safety; (h) erect fencing, gates, walls, barriers or other means of enclosure, and create secure working areas and compounds including trenchless installation technique compounds and working areas; (i) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal is being carried out; (j) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land; (k) effect access and egress to the highway; (l) make such investigations in or on the Land as required; (m) alter, fell, lop or cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the Land or other land which would if not felled, lopped, cut or removed would obstruct or interfere with the operation of the cables and ancillary equipment including ducting; (n) take and use, remove and discharge water from the Land, and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, install, use, inspect, maintain, adjust, alter, renew, repair, test or cleanse drainage schemes on the Land or reinstate the any existing drainage scheme on the Land; (o) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers); (p) erect and remove temporary fencing, gates, walls, barriers or other means of enclosure, remove fences and structures within the Land during any period during which construction, maintenance, repair or renewal is being carried out (subject to erection of any temporary stock-proof fencing as is reasonably required and the re-instatement or suitable replacement of the fences or structures following the exercise of the rights); (q) store and stockpile materials (including excavated material);

	(r) create boreholes and trial excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance repair, replacement or decommissioning and to reinstate the Land; (s) excavate materials below ground level, including soils, and to store and re-use or dispose of the same, and in so excavating to undertake any works, including works of protection or removal of archaeological remains as may be required by any written scheme of investigation approved under this Order; (t) lay out temporary paths and bridleways for public use as temporary diversions for public rights of way which are interfered with during any period in which construction, maintenance, repair, renewal or decommissioning is being carried out; (u) install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation works for environmental or ecological mitigation or enhancement works, including temporary works for noise alleviation measures and the installation of temporary barriers for the protection of fauna; (v) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the Land and/or in accordance with any necessary licences relating to protected species and/or wildlife; and (w) (in an emergency only when the cables are temporarily unusable) to lay down, install, use, maintain and inspect underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the Land. **2.** Restrictive covenants A restrictive covenant over the Land for the benefit of the remainder of the Order land to: (a) prevent anything to be done in or upon the Land or any part thereof for the purpose of the erection of any buildings or construction erection or works of any kind (including the foundations or footings thereto); (b) prevent anything to be done by way of hard surfacing of the Land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project); (c) prevent anything to be done by way of excavation of any kind in the Land nor any activities which would alter, increase or decrease ground cover or soil levels in any

	manner whatsoever without the consent in writing of the undertaker save as are reasonably required for agricultural activities (being ploughing to no deeper than 0.6m for the purposes of arable farming); (d) prevent the planting or growing within the Land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of theauthorised project nor make it materially more difficult or expensive to access the relevant part of the authorised project); (e) prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the authorised project; (f) prevent carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage the authorised project; and (g) prevent any activity which would in the reasonable opinion of the undertaker result in the disturbance of ecological mitigation areas or areas of habitat creation including any ploughing or grazing without the prior written consent of the undertaker
02-016, 02-018, 02-019, 02-020, 02-023, 02-025	Cable rights, transition joint bay rights and restrictive covenants **1.** Cable rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to— (a) lay down, install, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, under, over and/or on the Land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (all collectively referred to as the "cables"), and in doing so, to use or resort to trenchless installation techniques including (but not limited to) directional drilling beneath sea defences, watercourses, roads and railways; (b) lay down, install, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the additional ducts for electricity cables (including the removal of materials including spoil) in, under, over and/or on the Land, allow the installation and use of electricity cables in the additional ducts, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers and other equipment which is ancillary to the purposes of transmitting electricity along such

	electricity cables (all collectively referred to as the "cables"), and in doing so, to use or resort to trenchless installation techniques including (but not limited to) directional drilling beneath sea defences, watercourses, roads and railways; (c) enter, be on, and break open and break up the surface of the Land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables; (d) benefit from continuous vertical and lateral support for the authorised project; (e) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing and replacing the ducting, electrical infrastructure and cables; (f) construct and install and thereafter use the Land for all necessary purposes for the commissioning, construction, repair, testing and maintenance of the ducting, electrical infrastructure and cables in, on or under the Land; (g) place and use plant, machinery, structures and temporary structures within the Land for the purposes of the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the ducting, electrical infrastructure and cables and to erect temporary signage and provide measures for the benefit of public and personnel safety; (h) erect fencing, gates, walls, barriers or other means of enclosure, and create secure working areas and compounds including trenchless installation technique compounds and working areas; (i) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal is being carried out; (j) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land; (k) effect access and egress to the highway; (l) make such investigations in or on the Land as required; (m) alter, fell, lop or cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the Land or other land which would if not felled, lopped, cut or removed would obstruct or interfere with the operation of the cables and ancillary equipment including ducting; (n) take and use, remove and discharge water from the Land, and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve

	sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, install, use, inspect, maintain, adjust, alter, renew, repair, test or cleanse drainage schemes on the Land or reinstate any existing drainage scheme on the Land; (o) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers); (p) erect and remove temporary fencing, gates, walls, barriers or other means of enclosure, remove fences and structures within the Land during any period during which construction, maintenance, repair or renewal is being carried out (subject to erection of any temporary stock-proof fencing as is reasonably required and the re-instatement or suitable replacement of the fences or structures following the exercise of the rights); (q) store and stockpile materials (including excavated material); (r) create boreholes and trial excavation pits for the purposes of intrusively surveying the Land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance repair, replacement or decommissioning and to reinstate the Land; (s) excavate materials below ground level, including soils, and to store and re-use or dispose of the same, and in so excavating to undertake any works, including works of protection or removal of archaeological remains as may be required by any written scheme of investigation approved under this Order; (t) lay out temporary paths and bridleways for public use as temporary diversions for public rights of way which are interfered with during any period in which construction, maintenance, repair, renewal or decommissioning is being carried out; (u) install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation works for environmental or ecological mitigation or enhancement works, including temporary works for noise alleviation measures and the installation of temporary barriers for the protection of fauna; (v) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the Land and/or in accordance with any necessary licences relating to protected species and/or wildlife; and (w) (in an emergency only when the cables are temporarily

	unusable) to lay down, install, use, maintain and inspect underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the Land. **2.** Transition joint bay rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to lay down, install, adjust, alter, construct, create, use, maintain, repair, renew, upgrade, inspect, remove and replace transition joint bays. **3.** Restrictive covenants A restrictive covenant over the Land for the benefit of the remainder of the Order land to: (a) prevent anything to be done in or upon the Land or any part thereof for the purpose of the erection of any buildings or construction erection or works of any kind (including the foundations or footings thereto); (b) prevent anything to be done by way of hard surfacing of the Land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project); (c) prevent anything to be done by way of excavation of any kind in the Land nor any activities which would alter, increase or decrease ground cover or soil levels in any manner whatsoever without the consent in writing of the undertaker save as are reasonably required for agricultural activities (being ploughing to no deeper than 0.6m for the purposes of arable farming); (d) prevent the planting or growing within the Land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access the relevant part of the authorised project); (e) prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the authorised project; (f) prevent carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage the authorised project; and (g) prevent any activity which would in the reasonable opinion of the undertaker result in the disturbance of ecological mitigation areas or areas of habitat creation including any ploughing or grazing without the prior

	written consent of the undertaker.
02-027, 02-033, 03-006, 04-004, 04-013, 06-004, 06-012, 06-021, 08-005, 08-014, 08-021, 09-006, 10-002, 11-004, 11-010, 11-011, 11-012, 12-005, 14-011, 15-004, 16-007, 17-001, 17-005, 18-003, 18-004, 18-027, 18-029, 18-032,18-040, 18-040a, 18-040b	Cable rights and restrictive covenants under existing infrastructure **1.** Cable rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to— (a) lay down, install, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, under, over and/or on the Land, allow the installation and use of electricity cables in the additional ducts, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (all collectively referred to as the "cables"), and in doing so, to use or resort to trenchless installation techniques including (but not limited to) directional drilling beneath sea defences, watercourses, roads and railways; (b) lay down, install, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the additional ducts for electricity cables (including the removal of materials including spoil) in, under, over and/or on the Land, allow the installation and use of electricity cables in the additional ducts, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (all collectively referred to as the "cables"), and in doing so, to use or resort to trenchless installation techniques including (but not limited to) directional drilling beneath sea defences, watercourses, roads and railways; (c) enter, be on, and break open and break up the surface of the Land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables; (d) benefit from continuous vertical and lateral support for the authorised project; (e) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing and replacing the ducting, electrical infrastructure and cables; (f) construct and install and thereafter use the Land for all necessary purposes for the commissioning, construction, repair, testing and maintenance of the ducting, electrical infrastructure and cables in, on or under the Land; (g) place and use plant, machinery, structures and temporary

	structures within the Land for the purposes of the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the ducting, electrical infrastructure and cables and to erect temporary signage and provide measures for the benefit of public and personnel safety; (h) erect fencing, gates, walls, barriers or other means of enclosure, and create secure working areas and compounds including trenchless installation technique compounds and working areas; (i) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal is being carried out; (j) Erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land; (k) effect access and egress to the highway; (l) make such investigations in or on the Land as required; (m) alter, fell, lop or cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the Land or other land which would if not felled, lopped, cut or removed would obstruct or interfere with the operation of the cables and ancillary equipment including ducting; (n) take and use, remove and discharge water from the Land, and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, install, use, inspect, maintain, adjust, alter, renew, repair, test or cleanse drainage schemes on the Land or reinstate the any existing drainage scheme on the Land; (o) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers); (p) erect and remove temporary fencing, gates, walls, barriers or other means of enclosure, remove fences and structures within the Land during any period during which construction, maintenance, repair or renewal is being carried out (subject to erection of any temporary stock-proof fencing as is reasonably required and the re-instatement or suitable replacement of the fences or structures following the exercise of the rights); (q) store and stockpile materials (including excavated

	material); (r) create boreholes and trial excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance repair, replacement or decommissioning and to reinstate the Land; (s) excavate materials below ground level, including soils, and to store and re-use or dispose of the same, and in so excavating to undertake any works, including works of protection or removal of archaeological remains as may be required by any written scheme of investigation approved under this Order; (t) lay out temporary paths and bridleways for public use as temporary diversions for public rights of way which are interfered with during any period in which construction, maintenance, repair, renewal or decommissioning is being carried out;install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation works for environmental or ecological mitigation or enhancement works, including temporary works for noise alleviation measures and the installation of temporary barriers for the protection of fauna; (u) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the Land and/or in accordance with any necessary licences relating to protected species and/or wildlife; and (v) (in an emergency only when the cables are temporarily unusable) to lay down, install, use, maintain and inspect underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the Land. **2.** Restrictive covenants A restrictive covenant over the Land for the benefit of the remainder of the Order land to: (a) prevent anything to be done in or upon the Land or any part thereof for the purpose of the erection of any buildings or construction, erection or works of any kind (including the foundations or footings thereto) other than those related to works for the benefit of existing highway or railway infrastructure; (b) prevent anything to be done by way of excavation of any kind in the Land nor any activities which would alter, increase or decrease ground cover or soil levels by greater than 1 metre whatsoever without the consent in writing of the undertaker, save where such works are reasonably required for the exercise of statutory functions or rights in relation any public highway or railway on the Land and will not damage, undermine or interfere with the cables; (c) prevent the planting or growing within the Land of any

	trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access the relevant part of the authorised project); (d) prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the authorised project; and (e) prevent carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage the authorised project; and (f) prevent any activity which would in the reasonable opinion of the undertaker result in the disturbance of ecological mitigation areas or areas of habitat creation including any ploughing or grazing without the prior written consent of the undertaker..
18-010a, 18-014a, 18-015, 18-016, 18-017, 18-019, 18-020, 18-021, 18-022a, 18-023, 18-024, 18-025a	Mitigation work areas access rights, mitigation rights and restrictive covenants **1.** Permanent access rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to— (a) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of the authorised project, the inspection, testing, maintenance, renewal, upgrading, replacement and removal of the ducting, electrical infrastructure and cables and connection into any adjacent cables and associated works, to take plant and equipment on to adjoining land and make such investigations in or on the Land which is ancillary for the purposes of exercise of the rights; (b) enter, be on, and break open and break up the surface of the Land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables; (c) construct, use, maintain and improve a permanent means of access including visibility splays, and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the Land, adjoining land and highway; (d) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair, renewal or decommissioning is being carried out; (e) erect temporary bridges and supporting or protective

	structures for the purposes of access to adjoining land; (f) place and use plant, machinery, structures and temporary structures within the Land, and to erect temporary signage and provide measures for the benefit of public and personnel safety; (g) alter, fell, lop, cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be present on the Land for the purpose of enabling the right to pass and re-pass to adjoining land; (h) repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs and landscaping; (i) erect and remove temporary fencing, gates, walls, barriers or other means of enclosure; and (j) lay out temporary paths and bridleways for public use as temporary diversions for public rights of way which are interfered with during any period in which construction, maintenance, repair or renewal decommissioning is being carried out. **2.** Mitigation works rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to— (a) install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs and landscaping; (b) install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation works for environmental or ecological mitigation or enhancement works, including temporary works and the installation of temporary barriers for the protection of fauna; (c) erect maintain, repair, improve and remove permanent fencing, gates, barriers or other means of enclosure; and (d) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the Land in accordance with any necessary licences relating to protected species and/or wildlife (e) carry out works required to facilitate the protection of utilities apparatus. **3.** Restrictive covenants A restrictive covenant over the Land for the benefit of the remainder of the Order land to prevent any activity which would in the reasonable opinion of the undertaker result in the disturbance of ecological mitigation areas or areas of habitat creation including any ploughing or grazing, during the period within which the undertaker is bound by any consent to maintain that ecological mitigation areas or areas of habitat creation,

	without the prior written consent of the undertaker.
20-004	**1.** National Grid substation works area rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to— (a) lay down, install, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, under, over and/or on the Land, allow the installation and use of electricity cables in the additional ducts, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (all collectively referred to as the "cables") and in doing so, to use or resort to trenchless installation techniques including (but not limited to) directional drilling beneath sea defences, watercourses, roads and railways; (b) lay down, install, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the additional ducts for electricity cables (including the removal of materials including spoil) in, under, over and/or on the Land, allow the installation and use of electricity cables in the additional ducts, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (all collectively referred to as the "cables") and in doing so to use or resort to trenchless installation techniques including (but not limited to) directional drilling beneath sea defences, watercourses, roads and railways; (c) enter, be on, and break open and break up the surface of the Land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables; (d) benefit from continuous vertical and lateral support for the authorised project; (e) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting the authorised project and for removing and replacing the ducting, electrical infrastructure and cables; (f) use, maintain, renew improve and alter existing accesses, roads, streets, tracks or ways over the Land, providing that such use is not exclusive and exercise of this right must not prevent or unreasonably inhibit use by other parties; (g) construct, lay down, use and remove temporary access roads including any necessary hard standing and other

	surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair, renewal or decommissioning is being carried out; (h) place and use plant, machinery, structures and temporary structures within the Land, and to erect temporary signage and provide measures for the benefit of public and personnel safety; (i) alter, fell, lop, cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be present on the Land for the purpose of enabling the right to pass and re-pass to adjoining land; and (j) take and use, remove and discharge water from the Land and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, to lay down, install, adjust, alter, construct, create, use, maintain, repair, renew, upgrade, inspect, remove and replace a drainage scheme on the Land; and (k) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers). A restrictive covenant over the Land for the benefit of the remainder of the Order land— (a) prevent anything to be done in or upon the Land or any part thereof for the purpose of the erection of any buildings or construction, erection or works of any kind (including the foundations or footings thereto) without the prior written consent of the undertaker; (b) prevent the planting or growing within the Land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access the relevant part of the authorised project); (c) prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the authorised project; and (d) to prevent carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage the authorised project.

SCHEDULE 8

Article 22

Modification of compensation and compulsory purchase enactments for creation of new rights and imposition of restrictive covenants

Compensation enactments

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land apply, with the necessary modifications as respects compensation, in the case of a compulsory acquisition under this Order of a right by the creation of a new right or the imposition of a restrictive covenant as they apply as respects compensation for the compulsory purchase of land and interests in land.

2.—(1) Without limitation on the scope of paragraph 1, the 1961 Act has effect subject to the modification set out in sub-paragraph (2).

(2) For section 5A(5A) (relevant valuation date) of the 1961 Act substitute—

"(5A) If—

(a) the acquiring authority enters on land for the purposes of exercising a right in pursuance of a notice of entry under section 11(1) of the Compulsory Purchase Act 1965 (as modified by paragraph [5(5)] of Schedule 8 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of restrictive covenants) to the Dogger Bank South East and West Offshore Wind Farms Development Consent Order 202[•] (the "202[•] Order"));

(b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A to the Compulsory Purchase Act 1965 (as substituted by paragraph 5(8) of Schedule 8 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of restrictive covenants) to the 202[•] Order) to acquire an interest in the land; and

(c) the acquiring authority enters on and takes possession of that land,

the authority is deemed for the purposes of subsection (3)(a) to have entered on that land when it entered on that land for the purpose of exercising that right."

3.—(1) Without limitation on the scope of paragraph 1, the Land Compensation Act 1973(**a**) has effect subject to the modifications set out in sub-paragraph (2).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 (measure of compensation in case of severance) of the 1965 Act as substituted by paragraph 5(3)—

(a) for "land is acquired or taken from" substitute "a right or restrictive covenant over land is purchased from or imposed on"; and

(b) for "acquired or taken from him" substitute "over which the right is exercisable or the restrictive covenant enforceable".

Application of Part 1 of the 1965 Act

4. Part 1 (compulsory purchase under Acquisition of Land Act of 1946) of the 1965 Act, as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (and modified by article 28 (*modification of Part 1 of the 1965 Act*)) to the acquisition of land under article 20 (*compulsory acquisition of land*), applies to the compulsory acquisition of a right by the

(**a**) 1973 c. 26.

creation of a new right, or to the imposition of a restrictive covenant, under article 22 (*compulsory acquisition of rights*)—

(a) with the modifications specified in paragraph 5; and

(b) with such other modifications as may be necessary.

5.—(1) The modifications referred to in paragraph 4(a) are as follows.

(2) References in the 1965 Act to land are, in the appropriate contexts, to be read (according to the requirements of the particular context) as referring to, or as including references to—

(a) the right acquired or to be acquired, or the restriction imposed or to be imposed; or

(b) the land over which the right is or is to be exercisable, or the restriction is or is to be enforceable.

(3) For section 7 (measure of compensation in case of severance) of the 1965 Act substitute—

> "**7.** In assessing the compensation to be paid by the acquiring authority under this Act, regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the covenant but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act."

(4) The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

(a) section 9(4) (refusal to convey, failure to make title, etc.);

(b) paragraph 10(3) of Schedule 1 (conveyance of the land or interest);

(c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and

(d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

are modified so as to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

(5) Section 11 (powers of entry) of the 1965 Act is modified so as to secure that, where the acquiring authority has served notice to treat in respect of any right or restrictive covenant, as well as the notice of entry required by subsection (1) of that section (as it applies to a compulsory acquisition under article 20 (compulsory acquisition of land)), it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant (which is deemed for this purpose to have been created on the date of service of the notice); and sections 11A (powers of entry: further notices of entry), 11B (counter-notice requiring possession to be taken on specified date), 12 (unauthorised entry) and 13 (refusal to give possession to acquiring authority) of the 1965 Act are modified correspondingly.

(6) Section 20 (tenants at will, etc.) of the 1965 Act applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right or the enforcement of the restrictive covenant in question.

(7) Section 22 (interests omitted from purchase) of the 1965 Act as modified by article 28(4) (modification of Part 1 of the 1965 Act) is modified so as to enable the acquiring authority, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired or enforce the restrictive covenant imposed, subject to compliance with that section as respects compensation.

(8) For Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act substitute—

"SCHEDULE 2A

Ref

COUNTER-NOTICE REQUIRING PURCHASE OF LAND NOT IN NOTICE TO TREAT

Introduction

1.—(1) This Schedule applies where an acquiring authority serves a notice to treat in respect of a right over, or a restrictive covenant affecting, the whole or part of a house, building or factory and has not executed a general vesting declaration under section 4 of the Acquisition of Land Act 1981 as applied by article 24 (application of the 1981 Act) of the Dogger Bank South East and West Offshore Wind Farms Development Consent Order 202[•] in respect of the land to which the notice to treat relates.

(2) But see article 26 (acquisition of subsoil or airspace only) of the Dogger Bank South East and West Offshore Wind Farms Development Consent Order 202[•] which excludes the acquisition of subsoil or airspace only from this Schedule.

(3) In this Schedule "house", except in paragraph 10, includes any park or garden belonging to a house.

Counter-notice requiring purchase of land

3. A person who is able to sell the house, building or factory ("the owner") may serve a counter-notice requiring the acquiring authority to purchase the owner's interest in the house, building or factory.

4. A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

Response to counter-notice

5. On receiving a counter-notice, the acquiring authority must decide whether to—

(a) withdraw the notice to treat,

(b) accept the counter-notice, or

(c) refer the counter-notice to the Upper Tribunal.

6. The authority must serve notice of their decision on the owner within the period of 3 months beginning with the day on which the counter-notice is served ("the decision period").

7. If the authority decide to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

8. If the authority do not serve notice of a decision within the decision period they are to be treated as if they had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the authority serve notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in the house, building or factory.

Determination by the Upper Tribunal

10. On a referral under paragraph 7, the Upper Tribunal must determine whether the acquisition of the right or the imposition of the restrictive covenant would—

(a) in the case of a house, building or factory, cause material detriment to the house, building or factory, or

(b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

11. In making its determination, the Upper Tribunal must take into account—

(a) the effect of the acquisition of the right or the imposition of the covenant,

(b) the use to be made of the right or covenant proposed to be acquired or imposed, and

(c) if the right or covenant is proposed to be acquired or imposed for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

12. If the Upper Tribunal determines that the acquisition of the right or the imposition of the covenant would have either of the consequences described in paragraph 10, it must determine how much of the house, building or factory the acquiring authority ought to be required to take.

13. If the Upper Tribunal determines that the acquiring authority ought to be required to take some or all of the house, building or factory, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in that land.

14.—(1) If the Upper Tribunal determines that the acquiring authority ought to be required to take some or all of the house, building or factory, the acquiring authority may at any time within the period of 6 weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the acquiring authority withdraws the notice to treat under this paragraph they must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawing of the notice.

(3) Any dispute as to the compensation is to be determined by the Upper Tribunal."

SCHEDULE 9

Article 30

Land of which only temporary possession may be taken

In the District of East Riding of Yorkshire

(1) Plot reference number shown on land plans	*(2) Purpose for which temporary possession may be taken*	*(3) Relevant part of the authorised project*
01-001, 01-002, 01-003, 01-004, 01-005, 01-007, 01-008, 01-009	Temporary use for emergency access in the event of accidents and / or environmental incidents to Work Nos. 8A/B and 9A/B and to facilitate construction of a temporary construction compound at Work No. 10A/B	Work No. 10A/B
01-006	Temporary use as a temporary construction compound and	Work No. 11A/B

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	laydown area to facilitate emergency works in the event of accidents and / or environmental incidents to Work Nos. 8A/B and 9A/B	
01-010, 01-011, 01-012, 01-013, 01-014, 01-015	Temporary use for emergency access in the event of accidents and / or environmental incidents to Work No. 8A/B	Work No.9A/B
02-028, 02-029	Temporary use as a construction working area and laydown areas, construction of haul road and for access to facilitate construction of Work Nos. 14A/B, 13A/B and 16A/B	Work No.15A/B
02-032	Temporary use as a construction compound, construction working areas and laydown areas, construction of haul road and for access to facilitate construction of Work Nos. 14A/B and 13A/B	Work No 16A/B
08-007, 14-001, 17-003	Temporary use as a construction compound, construction working areas and laydown areas, construction of haul road and for access to facilitate construction of Work No. 14A/B	Work No. 16A/B & 17A/B
06-015, 06-016, 12-001, 12-002	Temporary use as a construction compound, construction working areas and laydown areas, construction of haul road and for access to facilitate construction of Work No. 14A/B and Work No. 18A/B	Work No. 16A/B & 17A/B
06-008, 04-011, 04-016, 04-017, 11-013	Temporary use as a construction compound, construction working areas and laydown areas, construction of haul road and for access to facilitate construction of Work No. 14A/B and Work No. 16A/B	Work No. 17A/B & 18A/B
04-019, 06-011	Temporary use as a construction compound, construction working areas and laydown areas, construction of haul road and for access to facilitate construction of works 14A/B,	Work No. 16A/B & 17A/B

	Work No. 18A/B and Work No. 19A/B	
02-035, 02-036, 13-011	Temporary use as a construction working area and laydown areas, construction of haul road and for access to facilitate construction of Work No. 14A/B	Work No. 18A/B
02-037, 08-001, 11-016, 12-010	Temporary use as a construction working area and laydown areas, construction of haul road and for access to facilitate construction of Work No. 14A/B	Work No. 17A/B & 18A/B
10-001	Temporary use as a construction working area and laydown areas, construction of haul road and for access to facilitate construction of Work No. 14A/B and 20A/B	Work No. 17A/B & 18A/B
03-003, 03-004, 03-005, 03-007, 03-008, 03-009, 04-001, 04-002, 04-003, 04-005, 04-006, 04-007, 06-003,06-005, 06-006, 06-019, 06-020, 06-022, 06-023, 06-024, 08-011, 08-018, 08-019, 08-020, 08-022, 08-023, 08-024, 09-004, 09-005, 09-007, 11-001, 11-002, 11-003, 11-005, 11-006, 11-007	Temporary use as a construction working area and laydown areas, and for access to facilitate construction of Work No. 14A/B	Work No 15A/B
04-012, 04-015	Temporary use as a construction working area and laydown areas, and for access to facilitate construction of Work No. 14A/B, Work No 16A/B and Work No 18A/B	Work No. 15A/B
04-020	Temporary use to improve junctions, roads and passing places to allow access to Work No. 14A/B, Work No 17A/B and Work No 16A/B	Work No 19A/B & 17A/B
05-002, 09-011, 09-012, 11-017, 13-006, 13-007, 13-008	Temporary use as a construction of haul road, construction working area and laydown areas to facilitate construction of Work No 14A/B	Work No 18A/B
06-013, 14-009, 14-010, 14-012, 16-005, 16-006, 17-006, 17-007	Temporary use as a construction working area and laydown areas, construction of haul road and for access to facilitate construction of Work No. 14A/B	Work No 17A/B
15-002, 15-003	Temporary use as a construction working area and	Work No. 17A/B

	laydown areas, construction of haul road and for access to facilitate construction of Work No. 14A/B and Work No. 20A/B	
11-014, 11-015, 14-002, 17-004	Temporary use as a construction working area and laydown areas, construction of haul road and for access to facilitate construction of Work No. 14A/B and 16A/B	Work No. 17A/B
10-017, 10-018, 13-012, 13-013	Temporary use as a construction working area and laydown areas, construction of haul road and for access to facilitate construction of Work No. 14A/B, Work No. 16A/B and Work No. 18A/B	Work No 17A/B
10-003	Temporary use as a construction working area and laydown areas, construction of haul road and for access to facilitate construction of Work No. 14A/B, 18A/B and 20A/B	Work No 17A/B
08-006	Temporary use as a construction working area and laydown areas, construction of haul road and for access to facilitate construction of Work No. 14A/B and Work No. 18A/B	Work No 17A/B
06-009	Temporary use as a construction working area and laydown areas, construction of haul road and for access to facilitate construction of Work No. 14A/B, Work No. 16A/B and Work No. 18A/B	Work No 17A/B
08-002	Temporary use as a construction of haul road, construction working area and laydown areas and for access to facilitate construction of Work No 14A/B, Work No. 16A/B and Work No. 18A/B	17A/B & 19A/B
06-010	Temporary use as a construction of haul road, construction working area and laydown areas and for access to facilitate construction of Work No 14A/B, Work No. 16A/B and Work No. 18A/B	Work No. 17A/B & 19A/B
6-014, 12-003	Temporary use to improve junctions, roads and passing places to allow access to Work No. 18A/B, 16A/B &	Work No. 17A/B & 19A/B

	14A/B	
14-003	Temporary use to improve junctions, roads and passing places to allow access to Work No. 16A/B & 14A/B	Work No. 17A/B & 19A/B
08-003, 08-004	Temporary use to improve junctions, roads and passing places to allow access to Work No 17A/B, Work No.16A/B, Work No. 18A/B & Work No. 14A/B	Work No. 19A/B
14-004	Temporary use to improve junctions, roads and passing places to allow access to Work No 17A/B, Work No.16A/B & Work No. 14A/B	Work No. 19A/B
08-010, 08-012	Temporary use as a construction of haul road, construction working area and laydown areas and haul roads to facilitate Work No 18A/B and 14A/B	Works Number 15A/B & 18A/B
10-016	Temporary use as a construction of haul road, construction working area and laydown areas and for access to facilitate construction of Work No 14A/B & 16A/B	Works Number 17A/B & 18A/B
10-015	Temporary use as a construction working area and laydown areas, construction of haul road and for access to facilitate construction of works 14A/B	Work No 16A/B & 18A/B
11-009	Temporary use as a construction working area and laydown areas, and for access to facilitate construction of Work No.14A/B, Work No. 17A/B and Work No. 18A/B	Work No. 16A/B
12-006, 12-007, 12-008, 12-009	Temporary use to improve junctions, roads and passing places to allow access to Work No 17A/B, 16A/B & 14A/B & 18A/B	Work No 19A/B
13-010	Temporary use as a construction working area and laydown areas, construction of haul road and for access to facilitate construction of works 14A/B	Work No. 16A/B & 18A/B & 17A/B
10-004, 15-001, 15-005	Temporary use as a construction of haul road, construction working area, construction compound and laydown areas and for access	Work No 17A/B & 20A/B

	to facilitate construction of Work No 14A/B	
18-005	Temporary use as a construction working area and laydown areas, construction of haul road and for access to facilitate construction off A1079 of Work No. 14A/B, Work No. 20A/B, Work No. 23A/B and Work No. 24A/B	Work No 21A/B & 22A/B
18-011, 18-013	Temporary use as a construction of haul road, construction working area, construction compound and laydown areas and for access to facilitate construction of Work No 24A/B	Work No 23A/B
18-041, 18-042, 18-042a, 18-047c	Temporary use as a construction working area and laydown areas, construction of haul road and for access to facilitate construction of works 31A/B	Work No 17A/B
18-044, 18-044a	Temporary use as a construction working area and laydown areas, and for access to facilitate construction of works 31A/B	Work No 16A/B
18-027a, 18-045,18-045a, 18-045b, 18-045c, 18-046, 18-046a, 18-047a, 18-047e, 18-049, 18-051, 18-053, 19-006, 20-001	Temporary use as a construction of haul road, construction working area and laydown areas and for access to facilitate construction of Work No 31A/B	Work No 18A/B
18-047, 18-047b, 18-047d, 18-048, 18-048a, 18-048b	Temporary use as a construction of haul road, construction working area and laydown areas and for access to facilitate construction of Work No 31A/B	Work No 17A/B & 18A/B
20-003	Temporary use as a construction of haul road, construction working area and laydown areas and for access to facilitate construction of Work No 31A/B	Work No 15A/B & 18A/B
18-055	Temporary use as a construction of haul road, construction working area and laydown areas and for access to facilitate construction of Work No 31A/B	Work No 18A/B & 33A/B
18-055a, 19-001, 19-001a, 19-001b, 19-001c, 19-002	Temporary use as a construction working area and laydown areas, construction of haul road and for access to	Work No 33A/B

	facilitate construction off A1079 of works 31A/B	
20-005	Temporary use as a construction working area and laydown areas, construction of haul road and for access to facilitate construction of works 31A/B & 34A/B	Work No 15A/B

SCHEDULE 10

Article 35

Deemed Marine Licence 1: DBS East Project Offshore Generation – Work Nos. 1A, 4A and 7A

PART 1

Licensed marine activities

Interpretation

1.—(1) In this deemed marine licence—

"the 2004 Act" means the Energy Act 2004;

"the 2008 Act" means the Planning Act 2008;

"the 2009 Act" means the Marine and Coastal Access Act 2009;

"the 2017 Regulations" means the Conservation of Offshore Marine Habitats and Species Regulations 2017(**a**);

"Annex I subtidal habitat" means a subtidal habitat of a type listed in Annex I to Council Directive 92/43/EEC on the conservation of natural habitats and of wild fauna and flora;

"array cable" means a cable linking the wind turbine generators to each other and to the offshore converter platforms;

"authorised deposits" means the substances and articles specified in paragraph 4 of Part 1 of this deemed marine licence;

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

"authorised scheme" means Work Nos. 1A, 4A and 7A and the further associated development described in paragraph 3 of Part 1 of this deemed marine licence or any part of that work or development;

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

"cable" means any offshore cable and includes direct-lay cables and cables laid in cable ducts and further includes fibre optic and other communications cables either within the cable or laid alongside;

"cable crossing" means the crossing of existing subsea cables or pipelines by the array, inter-platform or export cables authorised by the Order and forming part of the authorised scheme together with physical protection measures including cable protection;

(**a**) S.I. 2017/1013.

"cable protection" means measures to protect cables forming part of the authorised scheme from physical damage and exposure due to loss of seabed sediment including, but not limited to, rock placement, concrete mattresses with or without frond devices, protective aprons or coverings, bagged solutions filled with sand, rock, grout or other materials and protective shells;

"cable statement" means the document certified by the Secretary of State as the cable statement for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"commence" means the first carrying out of any licensed marine activities authorised by this deemed marine licence, save for pre-construction monitoring surveys approved under this deemed marine licence, and "commenced" and "commencement" must be construed accordingly;

"condition" means a condition in Part 2 of this licence;

"DBS East" means the Dogger Bank South East Offshore Wind Farm;

"DBS East array area" means the area covered by Work No. 1A as shown on the offshore works plan;

"DBS East Project" means the DBS East Project offshore works and the DBS East Project onshore works;

"DBS East Project offshore works" means Work Nos. 1A to 8A and any other authorised development associated with those works;

"DBS East Project onshore works" means Work Nos. 9A to 34A and any other authorised development associated with those works;

"DBSEL" means RWE Renewables UK Dogger Bank South (East) Limited, company number 13656240, whose registered office is Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, England, SN5 6PB;

"DBS West offshore works" means Work Nos. 1B to 8B and any authorised development associated with those works;

"DBS West Project" means the DBS West Project onshore works and the DBS West Project offshore works;

"DBS West Project onshore works" means Work Nos. 9B to 34B and any other authorised development associated with those works;

"DBSWL" means RWE Renewables UK Dogger Bank South (West) Limited, company number 13656525, whose registered office is Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, England, SN5 6PB;

"Defence Infrastructure Organisation Safeguarding" means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands, B75 7RL and any successor body to its functions;

"disposal ground 1 (DBS East)" means the site to be used for disposal of inert material of natural origin produced during construction drilling and seabed preparation for foundation works and cable sandwave clearance for the DBS East Project offshore works as shown on the Disposal Site Plan and with MMO disposal site reference DG036;

"Disposal Site Plan" means the plan certified by the Secretary of State as the Disposal Site Plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"Dropped Object Procedure Form" means the MMO notification proforma with reference MLDIR1 for reporting the loss or dumping of synthetic materials and other refuse at sea or any other format advised in writing by the MMO;

"environmental statement" means the document certified by the Secretary of State as the environmental statement for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“habitats of principal importance” “means a habitat designated as being of principal importance in accordance with section 41 (biodiversity lists and action (England)) of the Natural Environment and Rural Communities Act 2006;

“HAT” means highest astronomical tide;

“HVAC” means high voltage alternating current;

“in principle monitoring plan” means the document certified by the Secretary of State as the in principle monitoring plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation” means the document certified by the Secretary of State as the in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“inter-platform cable” means a cable linking the offshore converter platforms;

“intrusive activities” means activities including anchoring of vessels, jacking up of vessels, and temporary wet storage areas;

“jacket foundation” means a lattice type structure constructed of steel which is fixed to the seabed at 3 or more points with steel pin piles and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms;

“JNCC Guidance” means the statutory nature conservation body ‘Guidance for assessing the significance of noise disturbance against Conservation Objectives of harbour porpoise SACs’ Joint Nature Conservation Committee Report No.654, May 2020 published in June 2020 as amended, updated or superseded from time to time;

“LAT” means lowest astronomical tide;

“maintain” includes inspect, upkeep, repair, adjust, alter, remove, reconstruct and replace (including replenishment of cable protection), but does not include the removal, reconstruction or replacement of foundations associated with the authorised scheme, to the extent assessed in the environmental statement; and “maintenance” must be construed accordingly;

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

“Marine Noise Registry” means the database developed and maintained by JNCC on behalf of Defra to record the spatial and temporal distribution of impulsive noise generating activities in UK seas;

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

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

“mean sea level” means the average level of the sea surface over a period of time, taking account of all tidal effects and surge events;

“MHWS” or “mean high water springs” means the average throughout the year of two successive high waters during a 24-hour period in each month when the range of the tide is at its greatest (Spring tides);

“MLWS” or “mean low water springs” means the lowest level that spring tides reach on average over a period of time;

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

“offshore accommodation platform” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and open with modular equipment or fully clad and may include a helicopter platform, containing accommodation, storage, workshop

auxiliary equipment and facilities for operating, maintaining and controlling the offshore converters or wind turbine generators, including but not limited to navigation, aviation and safety marking and lighting, systems for vessel access and retrieval, cranes, potable water supply, black water separation, stores, fuels and spares, communications systems and control hub facilities;

"offshore converter platform" means an offshore converter platform with equipment to convert the HVAC power generated at the wind turbine generators into HVDC power, being a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and open with modular equipment or fully clad and may include a helicopter platform, containing electrical equipment required to switch, transform, convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation, including but not limited to high voltage power transformers, high voltage switchgear and busbars, substation auxiliary systems and low voltage distribution, instrumentation, metering equipment and control systems, standby generators, shunt reactors, auxiliary and uninterruptible power supply systems, facilities to support operations and maintenance;

"offshore order limits and grid coordinates plan" means the plan certified by the Secretary of State as the offshore order limits and grid coordinates plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"Order" means Dogger Bank South East and West Offshore Wind Farms Order 20[ ];

"Order limits" means the limits shown on the offshore order limits and grid coordinates plans within which the authorised scheme may be carried out and the grid coordinates for Work Nos. 1A, 4A and 7A are set out in paragraph 5 of Part 1 of this deemed marine licence;

"outline fisheries liaison and co-existence plan" means the document certified by the Secretary of State as the outline fisheries liaison and co-existence plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline marine mammal mitigation protocol" means the document certified by the Secretary of State as the outline marine mammal mitigation protocol for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline offshore operations and maintenance plan" means the document certified by the Secretary of State as the outline offshore operations and maintenance plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline project environmental management plan" means the document certified by the Secretary of State as the outline project environmental management plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline scour protection plan" means the document certified by the Secretary of State as the outline scour protection plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline vessel traffic monitoring plan" means the document certified by the Secretary of State as the outline vessel traffic monitoring plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline written scheme of investigation (offshore)" means the document certified by the Secretary of State as the outline written scheme of investigation (offshore) for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"scour protection" means measures to prevent loss of seabed sediment around any structure placed in or on the seabed including by the use of bagged solutions, filled with grout or other

materials, protective aprons, concrete mattresses with or without frond devices, and rock and gravel placement;

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

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

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

"Trinity House" means the Corporation of Trinity House of Deptford Strond;

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

"undertaker" means DBSEL;

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

"VHF" means very high frequency;

"wind turbine generator" means a structure comprising a tower, a rotor with three blades connected at the hub, a nacelle and ancillary electrical and other equipment which may include J-tubes, transition piece, access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter landing facilities and other associated equipment, fixed to a foundation and forming part of the authorised scheme;

"works plans" means the works plans (offshore) and the works plans (onshore);

"works plans (offshore)" means the plans certified by the Secretary of State as the works plans (offshore) for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified); and

"works plans (onshore)" means the plans certified by the Secretary of State as the works plans (onshore) for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified).

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

(3) In this deemed marine licence, unless otherwise indicated—

(a) all times are Greenwich Mean Time ("GMT");

(b) all coordinates are latitude and longitude degrees and minutes to two decimal places.

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

(a) Historic England

37 Tanner Road

York

(**a**) S.I. 2017/1012
(**b**) S.I. 2017/1013

YO1 6WP

(b) Marine Management Organisation
Marine Licensing Team
Lancaster House
Hampshire Court
Newcastle Business Park
Newcastle upon Tyne
NE4 7YH
Tel: 0300 123 1032

(c) Marine Management Organisation (local office)
Room 13, Ground Flood
Crosskill House
Mill Lane
Beverley
HU17 9JB
Tel: 0208 026 0519

(d) Maritime and Coastguard Agency
UK Technical Services Navigation
Spring Place
105 Commercial Road
Southampton
SO15 1EG
Tel: 020 3817 2433
Email: navigationsafety@mcga.gov.uk

(e) Natural England
4th Floor
Foss House
1-2 Peasholme Green
York
YO1 7PX
Tel: 0300 060 4911

(f) Trinity House
Tower Hill
London
EC3N 4DH
Tel: 020 7481 6900

(g) United Kingdom Hydrographic Office
Admiralty Way
Taunton
Somerset
TA1 2DN
Tel: 01823 337 900

(5) Unless otherwise advised in writing by the MMO, the address for electronic communication with the MMO for the purposes of this licence is marine.consents@marinemanagement.org.uk, or where contact to the Local Office of the MMO is required, beverley@marinemanagement.org.uk.

Details of licensed marine activities

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

(a) the deposit at sea within the Order limits seaward of MHWS of the substances and objects specified in paragraph 4 below and, when combined with the disposal authorised within disposal ground 1 (DBS East) by the deemed marine licences granted under Schedules 12, 14 and 14A of the Order, of up to 4,242,327 cubic metres (being a maximum, not an approximate upper figure) of inert material of natural origin produced during construction drilling or seabed preparation for foundation works, cable works and boulder clearance works at disposal site references to be provided to the MMO within disposal ground 1 (DBS East) and any other disposal sites approved in writing by the MMO;

(b) the construction of works in or over the sea or on or under the sea bed;

(c) dredging for the purposes of seabed preparation for foundation works or cable works;

(d) the removal of sediment samples for the purposes of informing environmental monitoring under this deemed marine licence during pre-construction, construction and operation;

(e) boulder clearance works by displacement ploughing or subsea grab technique or any other comparable method;

(f) removal of static fishing equipment; and

(g) site preparation works.

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

Work No. 1A—

(a) An offshore wind turbine generating station with a gross electrical output of over 100 megawatts comprising up to 100 wind turbine generators each fixed to the seabed by monopile or jacket foundations;

(b) a network of HVAC subsea cables connecting the wind turbine generators and Work No. 2A within the area shown on the works plans, including cable crossings and cable protection;

Work No. 4A—

Up to one accommodation platform fixed to the seabed by jacket or monopile foundations within the area shown on the works plans;

Work No. 7A—

A temporary work area associated with Work Nos. 1A to 5A for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1A to 5A;

In connection with such Work Nos. 1A, 4A and 7A and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence, including—

(a) scour protection around the foundations of the offshore structures;

(b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;

(c) the removal of material from the seabed required for the construction of Work Nos. 1A, and 4A and the disposal of inert material of natural origin within the Order limits

produced during construction drilling, seabed preparation for foundation works, cable installation preparation such as sandwave clearance, and boulder clearance;

(d) removal of static fishing equipment;

(e) temporary landing places, moorings or other means of accommodating vessels in the construction or maintenance of the authorised scheme;

(f) disposal of drill arisings in connection with any foundation drilling up to a total of 35,086 cubic metres;

(g) creation and use of temporary laydown areas, use of cable lay vessel anchors; and

(h) lighting.

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

(a) iron, steel, copper and aluminium;

(b) stone and rock;

(c) concrete and grout;

(d) sand and gravel;

(e) cement bound sand;

(f) natural soils;

(g) plastic and synthetic material;

(h) drilling fluid;

(i) material extracted from within the Order limits during construction drilling or seabed preparation for foundation works and cable installation preparation works;

(j) weights used for the calibration of vessels, consisting of a hessian sack, metal shackles or chains; and

(k) marine coatings, other chemicals and timber.

5. The grid coordinates for that part of the authorised scheme comprising Work Nos. 1A, 4A and 7A are specified below—

Point ID	*Latitude (DMS)*	*Longitude (DMS)*
1	54° 31.15408′ N	1° 44.71761′ E
2	54° 31.46655′ N	1° 44.62625′ E
3	54° 31.75489′ N	1° 44.85252′ E
4	54° 34.18354′ N	1° 48.56875′ E
5	54° 34.30904′ N	1° 48.85301′ E
6	54° 34.36288′ N	1° 49.19779′ E
7	54° 34.74598′ N	1° 58.90264′ E
8	54° 34.77086′ N	1° 59.72884′ E
9	54° 34.67215′ N	2° 0.18106′ E
10	54° 34.47546′ N	2° 0.46972′ E
11	54° 24.47523′ N	2° 8.98399′ E
12	54° 24.09368′ N	2° 8.92387′ E
13	54° 23.82918′ N	2° 8.43359′ E
14	54° 21.08378′ N	1° 54.2778′ E
15	54° 21.0601′ N	1° 53.90188′ E
16	54° 21.14588′ N	1° 53.48645′ E
17	54° 21.33732′ N	1° 53.18358′ E

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6. This deemed marine licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act, including any

modification to the programme under section 108, and the completion of such programme has been confirmed by the Secretary of State in writing.

7. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this deemed marine licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence apply only to a transfer not falling within article 5 (benefit of order) of the Order.

8.—(1) With respect to any condition which requires the licensed activities be carried out in accordance with the details, plans or schemes approved under this deemed marine licence, the approved details, plans or schemes are taken to include any amendments that may subsequently be approved in writing by the MMO.

(2) Any amendments to or variations from the approved details, plans or schemes must be in accordance with the principles and assessments set out in the environmental statement and approval of an amendment or variation may only be given where it has been demonstrated to the satisfaction of the MMO that it is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

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

PART 2

Conditions

Design parameters

Wind turbine generator dimensions

1.—(1) Subject to sub-paragraph (2), wind turbine generators forming part of the authorised scheme must not—

(a) exceed a height of 376.8 metres when measured from MHWS to the tip of the vertical blade;

(b) exceed a rotor diameter of 344.08 metres;

(c) be less than 830 metres from the nearest wind turbine generator in any direction;

(d) have a distance of less than 34 metres between the lowest point of the rotating blade of the wind turbine generator and mean sea level; or

(e) exceed 100 wind turbine generators.

(2) References to the location of a wind turbine generator are references to the centre point at the base of the wind turbine generator.

Wind turbine generator foundations

2.—(1) Wind turbine generator foundations must be of one or more of the following foundation options: piled monopile, or piled jacket foundation.

(2) Wind turbine generator piled monopile foundations must not have a pile diameter exceeding 15 metres.

(3) Any wind turbine generator piled jacket foundation must not—

(a) have more than four legs;

(b) have more than four piles; or

(c) have a pile diameter exceeding four metres.

(4) Within Work No. 1A, the wind turbine generator foundations must not have—

(a) a total combined seabed footprint (including scour protection) exceeding 311,725 square metres; or

(b) a total combined amount of scour protection exceeding 302,221.21 square metres.

Offshore accommodation platform dimensions

3.—(1) The total number of offshore accommodation platforms in respect of the authorised scheme must not exceed one.

(2) The dimensions of any offshore accommodation platform (excluding helidecks, lightning protection, towers, masts and cranes) must not exceed—

(a) 125 metres in length;

(b) 100 metres in width; or

(c) 105 metres in height above LAT.

Offshore accommodation platform foundations

4.—(1) Offshore accommodation platform foundations must be of one or more of the following foundation options: piled monopile or piled jacket foundation.

(2) The pile diameter of any offshore accommodation platform piled monopile must not exceed 15 metres.

(3) Any offshore accommodation platform piled jacket foundation must not—

(a) have more than eight legs;

(b) have more than eight piles; or

(c) have a pile diameter exceeding 3.8 metres.

(4) Any offshore accommodation platform foundation must not—

(a) have a seabed footprint (including scour protection) exceeding 5,411 square metres; or

(b) have a seabed footprint (excluding scour protection) exceeding 177 square metres.

(5) The total volume of scour protection for wind turbine generators and the offshore accommodation platform must not exceed 548,095 cubic metres.

Cables and cable protection

5.—(1) Within Work No. 1A the array cables must not, in total—

(a) exceed 350 kilometres in length;

(b) exceed 20 cable crossings;

(c) have cable protection (including cable crossings) exceeding 375,780 square metres in area; or

(d) have cable protection (including cable crossings) exceeding 219,115 cubic metres in volume.

(2) The array cables within Work No. 1A which fall within the Dogger Bank Special Area of Conservation must not have cable protection exceeding 10% of the length of such cables, when combined with the offshore export cables, array cables and inter-platform cables authorised by the deemed marine licences granted under Schedules 11 – 14A of the Order.

Phases of authorised scheme

6.—(1) The authorised scheme must not commence until an offshore works phasing scheme setting out the phases of construction of the authorised scheme has been submitted to and approved in writing by the MMO.

(2) The authorised scheme must be submitted at least 6 months prior to the proposed commencement of the works.

(3) Any subsequent amendments to the offshore works phasing scheme submitted for approval under sub-paragraph (1) must be submitted to the MMO for approval in writing.

(4) The offshore works phasing scheme submitted for approval under sub-paragraph (1) must be implemented as approved. The approved details shall be taken to include any amendment that may subsequently be approved by the MMO in accordance with sub-paragraph (3).

Maintenance of the authorised scheme

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

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

(a) Routine maintenance of wind turbine generators, offshore accommodation platform, and their respective foundations;

(b) Major wind turbine component or offshore accommodation platform replacement;

(c) Painting and applying other coatings to wind turbine generators or offshore accommodation platforms;

(d) Bird waste and marine growth removal;

(e) Surveys/inspections of cables;

(f) Cable remedial burial;

(g) Cable protection replenishment;

(h) Cable repairs and replacement;

(i) Access ladder and boat landing replacement;

(j) Wind turbine generator and offshore accommodation platform anode replacement; and

(k) J-tube repair/replacement.

(3) Operation of the licensed activities must not commence until an offshore operations and maintenance plan substantially in accordance with the outline offshore operations and maintenance plan has been submitted to and approved in writing by the MMO. The operations and maintenance plan must include, but is not limited to—

(a) a list of maintenance activities within the marine environment that are planned for the lifetime of the licensed activities;

(b) details of the typical construction plant, machinery and personnel requirements for each maintenance activity and any requirements for detailed method statements;

(c) details of the typical frequency and timing of each maintenance activity; and

(d) details of controls and mitigation that will be in place in order to protect the marine environment.

(4) The offshore operations and maintenance plan must be reviewed every three years commencing from the date on which the plan was approved, unless otherwise agreed by the MMO, to ensure the details of the maintenance activities remain accurate. The conclusions of that review must be submitted to and approved by the MMO in writing.

(5) The offshore operations and maintenance plan must be implemented as approved by the MMO.

(6) Unless otherwise agreed in writing with the MMO, the undertaker must submit—

(a) the first offshore operations and maintenance plan at least 6 months prior to the operation of the licensed activities;

(b) any revised offshore operations and maintenance plan submitted in accordance with sub-paragraph (4) at least 6 months before such revised plan is required to be put in place; and

(c) where additional maintenance activities are identified that are not included in the approved offshore operations and maintenance plan, or any revised plan approved in accordance with sub-paragraph (4), an updated offshore operations and maintenance plan

including the additional maintenance activities must be submitted to and approved by the MMO in writing as soon as possible after the need for such additional maintenance activities is identified.

Extension of time periods

8. Any time period given in this deemed marine licence to either the undertaker or the MMO may be extended with the agreement of the other party in writing, such agreement not to be unreasonably withheld or delayed.

Notifications and inspections

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

(a) a copy of this deemed marine licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—

(i) all agents and contractors notified to the MMO in accordance with condition 19;

(ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 19;

(b) the undertaker must confirm in writing to the MMO within 28 days of a copy of this deemed marine licence and any subsequent amendments or revisions to it being provided to the persons listed in sub-paragraph (1)(a) that the required information has been provided.

(2) Only those persons and vessels notified to the MMO in accordance with condition 19 are permitted to carry out the licensed activities.

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

(a) the undertaker's registered address;

(b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and

(c) on board each vessel and at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

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

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

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

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

(a) at least 14 days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data;

(b) as soon as reasonably practicable and no later than 24 hours of completion of the DBS East Project offshore works,

and confirmation of notification must be provided to the MMO within five days.

(8) The undertaker must ensure that a local notification to mariners is issued at least 14 days prior to the commencement of the authorised scheme or any part thereof advising of the start date of each of Work Nos. 1A, 4A and 7A and the expected vessel routes from the construction ports to

the relevant location. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) The undertaker must ensure that local notifications to mariners are updated and reissued at weekly intervals during construction activities and at least five days before any planned operations (unless otherwise agreed in writing by the MMO) and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction programme and monitoring plan approved under condition 15(1)(b). Copies of all notices must be provided to the MMO, UKHO and the MCA within five days.

(10) The undertaker must notify UKHO and the MCA of the commencement (within ten days), progress and completion of construction (within ten days) of the licensed activities in order that all necessary amendments to nautical and aeronautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days of the notification.

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

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

(13) The undertaker must notify the MMO in writing a minimum of five days in advance of the commencement of each discrete incident of cable repair, replacement, or protection replenishment activity. Such a notification must include proposed timings and a description of proposed methodologies.

(14) The undertaker must ensure that the MMO, the MMO Local Office, local mariners, local fishermen's organisations and the Source Data Receipt Team at the UK Hydrographic Office, Taunton, Somerset, TA1 2DN (sdr@ukho.gov.uk) are notified within five days of completion of each instance of cable repair, replacement or protection replenishment activity.

Aids to navigation

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

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

(a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;

(b) notice within 24 hours of any aids to navigation being established by the undertaker; and

(c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation in accordance with the frequencies set out in the aids to navigation management plan agreed pursuant to condition 15(1)(f) using the reporting system provided by Trinity House.

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

(5) In the event that the provisions of condition 9(11) or condition 9(12) are invoked, the undertaker must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

Colouring of Structures

11.—(1) Except as otherwise required by Trinity House the undertaker must colour all structures forming part of the authorised scheme yellow (colour code RAL 1023) from at least HAT to a height directed by Trinity House or must colour the structure as directed by Trinity House in writing from time to time.

(2) Subject to sub-paragraph (1) above, unless the MMO otherwise directs in writing, the undertaker must paint the remainder of the structures submarine grey (colour code RAL 7035).

Aviation safety

12.—(1) The undertaker must exhibit such lights, with such shape, colour and character as are required in writing by the Air Navigation Order 2016(**a**) and determined necessary for aviation safety in consultation with the Defence Infrastructure Organisation Safeguarding and as directed by the Civil Aviation Authority.

(2) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, the Civil Aviation Authority and the MMO, as soon as reasonably practicable and at least 14 days prior to the commencement of the authorised scheme, in writing of the following information—

(a) the date of the commencement of construction of the authorised scheme;

(b) the date any wind turbine generators are to be installed;

(c) the maximum height of any construction equipment or vessels to be used;

(d) the maximum height of each wind turbine generator to be constructed;

(e) the latitude and longitude of each wind turbine generator to be constructed;

and the Defence Infrastructure Organisation Safeguarding and the Civil Aviation Authority must be notified of any changes to the information supplied under this paragraph and of the completion of the construction of the authorised scheme. Copies of notifications must be provided to the MMO within 5 days.

Chemicals, drilling and debris

13.—(1) The undertaker must ensure that any coatings and treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by the Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

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

(3) The undertaker must inform the MMO in writing of the location and quantities of material disposed of each month under this deemed marine licence by submission of a disposal return by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive and must provide a null return if no activity has taken place during the reporting period.

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

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

(**a**) S.I. 2016/765.

(6) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss in writing to the local enforcement office within 24 hours and if the MMO, in consultation with the MCA and Trinity House, reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must, in that event, demonstrate to the MMO that reasonable attempts have been made to locate, remove or move any such material.

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

(8) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 15(1)(d)(i).

(9) Debris or dropped objects which are considered a danger or hazard to navigation must be reported as soon as reasonably practicable but no later than six hours from the undertaker becoming aware of an incident, to the relevant HM Coastguard Maritime Rescue Co-ordination Centre by telephone (0344 382 0580), and the UK Hydrographic Office email: navwarnings@btconnect.com.

(10) All dropped objects including those in sub-paragraph (9) must be reported to the MMO using the Dropped Object Procedure Form (including any updated form as provided by the MMO) as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident, unless otherwise agreed in writing with the MMO.

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

Force majeure

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

Pre-construction plans and documentation

15.—(1) The licensed activities or any phase of those activities must not commence until the following (insofar as relevant to that activity or phase of activity) have been submitted to and approved in writing by the MMO, in consultation with Trinity House, the MCA, the relevant statutory nature conservation body and UKHO as appropriate—

(a) a layout plan setting out proposed details of the authorised scheme, including the:

(i) number, dimensions, specification, foundation type(s) and depth for each wind turbine generator and offshore accommodation platform;

(ii) the grid coordinates of the centre point of the proposed location for each wind turbine generator and offshore accommodation platform;

(iii) proposed layout of all cables;

(iv) location and specification of all other aspects of the authorised scheme; and

(v) any exclusion zones or micro-siting requirements identified pursuant to 15(1)(e)(iv) or relating to any habitats of principal importance, Annex I subtidal habitats or surficial deposits of glacial till identified as part of surveys undertaken in accordance with condition 20;

to ensure conformity with the description of Work No. 1A and 4A and compliance with conditions 1 to 5;

(b) a construction programme and monitoring plan (which accords with the in principle monitoring plan) which, save in respect information submitted pursuant to sub-paragraph (b)(iii)(aa), is to be submitted to the MMO at least six months prior to commencement of licensed activities and to include details of—

(i) the proposed construction start date;

(ii) proposed timings for mobilisation of plant delivery of materials and installation works;

(iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction surveys and monitoring and related reporting in accordance with conditions 20, 21 and 22 to be submitted to the MMO in accordance with the following (unless otherwise agreed in writing with the MMO)—

(aa) at least six months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed pre-construction monitoring;

(bb) at least six months prior to construction, detail on construction monitoring; and

(cc) at least six months prior to commissioning, detail of post-construction (and operational) monitoring;

(iv) an indicative written construction programme for all wind turbine generators and cables including fibre optic cables comprised in the works at Part 1 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above); and

(v) a monitoring plan setting out the circumstances in which monitoring will be required and the monitoring to be carried out in such circumstances;

(c) a construction method statement (in accordance with the cable statement), including details of—

(i) cable burial, specification, installation and monitoring to include—

(aa) the technical specification of cables below MHWS;

(bb) a detailed cable laying plan for the authorised scheme, incorporating a detailed burial risk assessment encompassing the identification of any cable protection that exceeds 5 percent of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5 percent of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or similar such assessment to ascertain suitable burial depths and cable laying techniques, including cable protection; and

(cc) proposals for monitoring cables including cable protection until the authorised scheme is decommissioned which includes a risk-based approach to the management of unburied or shallow buried cables;

(ii) a scour protection plan (in accordance with the outline scour protection plan) including details of scour protection and cable protection including details of the need, type, sources, quantity and installation methods for scour protection and cable protection, with details updated and resubmitted for approval if changes to it are proposed following cable laying operations;

(iii) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation and cable installation works and having regard to any mitigation scheme pursuant to sub-paragraph (1)(g);

(iv) advisory safe passing distances for vessels around sites where the licensed activities are taking place.

(v) contractors;

(vi) vessels and vessel transit corridors;

(vii) associated ancillary works; and

(viii) guard vessels to be employed;

(d) a project environmental management plan (in accordance with the outline project environmental management plan) covering the period of construction and operation to include details of—

(i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents during construction of the authorised scheme in relation to all activities carried out;

(ii) a chemical risk assessment, including information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance and standards;

(iii) waste management and disposal arrangements;

(iv) the appointment and responsibilities of a fisheries liaison officer;

(v) a fisheries liaison and coexistence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 9 and to address the interaction of the licensed activities with fishing activities;

(vi) a code of conduct for vessel operators to reduce risk of injury to mammals; and

(vii) procedures, which must be adopted within vessel transit corridors to minimise disturbance to red-throated diver during the period 1 November to 31 March (inclusive), which must be in accordance with the best practice protocol for minimising disturbance to red-throated diver;

(e) an archaeological written scheme of investigation in relation to the offshore Order limits seaward of MHWS, which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body to include—

(i) details of responsibilities of the undertaker, archaeological consultant and contractor;

(ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;

(iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;

(iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;

(v) monitoring of archaeological exclusion zones during and post construction;

(vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the Archaeological Data Service, by submitting an OASIS ('Online Access to the Index of archaeological investigations') form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO and Historic England that the OASIS form has been submitted to the Archaeological Data Service within two weeks of submission;

(vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and

(viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities;

(f) an aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, the MCA, the Civil Aviation Authority and UKHO specifying how the undertaker will ensure compliance with condition 10 from the

commencement of construction of the authorised scheme to the completion of decommissioning;

(g) in the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol (in accordance with the outline marine mammal mitigation protocol), the intention of which is to prevent injury to marine mammals, following current best practice as advised by the relevant statutory nature conservation bodies and which must include details of noise reduction methods through project design (primary measures) and/or, deployment of noise mitigation systems or noise abatement systems (secondary measures) that will be utilised to manage sounds from those piling activities and such protocol must include full details and justification for the mitigation chosen or excluded for deployment;

(h) a navigation management plan to manage crew transfer vessels (including daughter craft) during the construction and operation of the authorised scheme;

(i) a final cable statement (in accordance with the cable statement); and

(j) a site specific chemical risk assessment, which must be submitted no later than ten weeks prior to use of the relevant chemical, for all chemicals (with the exception of chemicals present on the OSPAR List of Substances Used and Discharged Offshore which Are Considered to Pose Little or No Risk to the Environment) that have a pathway to the marine environment used for the marine licensed activities, outside the course of normal navigation, to include—

(i) the function of the chemical,

(ii) the quantities being used and the frequency of use; and

(iii) the physical, chemical, and ecotoxicological properties of the chemical.

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

(3) Any sediment removed from within the Dogger Bank Special Area of Conservation during construction of the authorised scheme must be disposed of within that part of the Dogger Bank Special Area of Conservation which falls within the Order limits.

(4) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive monopile foundations must not exceed 6,000kJ and the hammer energy used to drive or part-drive pin pile foundations must not exceed 3,000kJ.

(5) The maximum number of main vessels engaged at any time in activities related to piling for the licensed activities when combined with the number of main vessels engaged in piling activities authorised by the deemed marine licences granted under Schedules 11 to 13 must not exceed 2 vessels.

(6) The number of piled foundations installed within a 24 hour period when combined with the number of piled foundations installed pursuant to the deemed marine licences granted under Schedules 11 to 13 of the Order within the same 24 hour period must not exceed—

(a) 4 monopile foundations;

(b) 8 pin pile foundations;

(c) 3 monopile foundations and 2 pin pile foundations;

(d) 2 monopile foundations and 4 pin pile foundations; or

(e) 1 monopile foundation and 6 pin pile foundations.

(7) The number of piled foundations installed concurrently when combined with the number of piled foundations installed concurrently pursuant to the deemed marine licences granted under Schedules 11 to 13 must not exceed—

(a) where only monopile foundations are being installed concurrently exceed 2 monopile foundations;

(b) where only pin pile foundations are being installed concurrently exceed 2 pin pile foundations; and

(c) where a combination of monopile foundations and pin pile foundations are being installed concurrently exceed 1 monopile foundation and 1 pin pile foundation.

(8) In sub-paragraphs 15(1)(d)(ii) and 15(1(j) above—

(a) "pathway to the marine environment" means open systems or closed systems that required top up;

(b) "chemicals" comprise both substances and preparations;

(c) "preparation" means a mixture or solution composed of two or more substances; and

(d) "substance" means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition.

Site Integrity Plan

16.—(1) No piling activities can take place until a Site Integrity Plan ("SIP"), which accords with the principles set out in the in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation, has been submitted to, and approved in writing, by the MMO in consultation with the relevant statutory nature conservation body.

(2) The SIP submitted for approval must contain a description of the conservation objectives for the Southern North Sea Special Area of Conservation ("SNS SAC") as well as any relevant management measures and it must set out the key statutory nature conservation body advice on activities within the SNS SAC relating to piling as set out within the JNCC Guidance and how this has been considered in the context of the authorised scheme.

(3) The SIP must be submitted in writing to the MMO no later than six months prior to the commencement of piling activities.

(4) In approving the SIP the MMO must be satisfied that the authorised scheme at the preconstruction stage, in-combination with other plans and projects, is in line with the JNCC Guidance.

(5) The approved SIP may be amended with the prior written approval of the MMO, in consultation with the relevant statutory nature conservation body, where the MMO remains satisfied that the Project, in-combination with other plans or projects at the pre-construction stage, is in line with the JNCC Guidance.

Approval of programmes, statements etc

17.—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 15 must be submitted in writing for approval at least six months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(2) The MMO must determine an application for approval made under conditions 15 and 16 within a period of six months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(3) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under conditions 15 and 16, unless otherwise agreed in writing by the MMO.

Offshore safety management

18. Any part of the authorised scheme must not be commenced until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed all MCA recommendations as

appropriate to the authorised scheme contained within MGN654 "Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues" (or any equivalent guidance that replaces or supersedes it) and its annexes.

Reporting of engaged agents, contractors and vessels

19.—(1) The undertaker must provide the following information in writing to the MMO—

(a) the name, function, company number (if applicable), registered or head office address (as appropriate) of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and

(b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

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

(3) Any changes to the supplied details must be notified to the MMO in writing at least 24 hours before the agent, contractor or vessel engages in the licensed activities.

Pre-construction monitoring and surveys

20.—(1) The undertaker must, in discharging condition 15(1)(b), submit a monitoring plan or plans in accordance with the in principle monitoring plan for written approval by the MMO in consultation with the relevant statutory nature conservation body, which must contain details of proposed monitoring and surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report.

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

(3) The baseline report proposals submitted under sub-paragraph (1) must ensure that the outcome of the agreed surveys, together with existing data and reports, are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(4) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed in writing with the MMO, include, but not be limited to, the need to undertake—

(a) a survey to determine the location, extent and composition of any habitats of principal importance, Annex 1 subtidal habitat, habitat with suitability for sandeel or surficial deposits of glacial till in the parts of the Order limits in which it is proposed to carry out construction works;

(b) a swath-bathymetry survey to IHO Order 1a standard that meets the requirements of MGN654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works including an appropriate buffer around the location of each work;

(c) undertake any monitoring required by the SIP submitted in accordance with condition 16; and

(d) undertake or contribute to any marine mammal monitoring referred to in the marine mammal mitigation protocol submitted in accordance with condition 15(1)(g).

(5) The undertaker must carry out the surveys specified within the monitoring plan or plans in accordance with that plan or plans, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

(6) When any surveys are carried out in accordance with sub-paragraph (5) a survey report must be submitted to the MMO following completion of the relevant survey. Any report submitted under this sub-paragraph must be submitted prior to the commencement of licensed activities for the relevant stage.

Construction monitoring and surveys

21.—(1) The undertaker must, in discharging condition 15(1)(b), for each phase of construction submit details (which accord with the in principle monitoring plan) for approval in writing by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring and surveys, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

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

(3) The undertaker must carry out the surveys approved under sub-paragraph (1), including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

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

(5) The undertaker must carry out the surveys specified in the construction monitoring plan in accordance with that plan, including any further noise monitoring required in writing by the MMO under sub-paragraph (4), unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

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

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

Post-construction monitoring and surveys

22.—(1) The undertaker must, in discharging condition 15(1)(b), submit details (which accord with the in principle monitoring plan) for approval in writing by the MMO in consultation with relevant statutory nature conservation bodies of proposed post-construction monitoring and surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results.

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

(3) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed in writing with the MMO, have due regard to, but not be limited to, the need to—

(a) undertake a survey to determine any change in the location, extent and composition of any habitats of principal importance, Annex 1 subtidal habitat, habitat with suitability for sandeel or surficial deposits of glacial till identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey and the construction benthic surveys;

(b) undertake, within 12 months of completion of the licensed activities, a full sea floor coverage swath-bathymetry survey to IHO Order 1a standard that meets the requirements of MGN654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables (including fibre optic cables) have been buried or protected;

(c) undertake any monitoring required by the SIP submitted in accordance with condition 16;

(d) undertake post-construction vessel traffic monitoring in accordance with the outline vessel traffic monitoring plan by automatic identification system for a duration of three consecutive years following the completion of construction of the authorised project, unless otherwise agreed in writing by the MMO, with provision for a report to be submitted annually to the MMO, Trinity House and the MCA; and

(e) undertake any marine mammal monitoring referred to in the marine mammal mitigation protocol submitted in accordance with condition 15(1)(g).

(4) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(5) In the event that the reports provided to the MMO under sub-paragraph (4) identify a need for additional monitoring, the requirement for any additional monitoring will be agreed with the MMO in writing and implemented as agreed.

Reporting of scour and cable protection

23.—(1) No more than four months following completion of the construction of the authorised scheme, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection and scour protection used for the authorised scheme.

(2) The report must include the following information—

(a) the location of cable protection and scour protection;

(b) the volume of cable protection and scour protection; and

(c) any other information relating to the cable protection and scour protection as agreed between the MMO and the undertaker.

(3) Where any cable protection or scour protection is replenished following completion of construction the undertaker must submit an updated report in accordance with sub-paragraph (2) in writing to the MMO and the relevant statutory nature conservation bodies no more than four months following completion of the relevant replenishment being deposited.

Completion of construction

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

(a) the final number of installed wind turbine generators;

(b) the installed wind turbine generator parameters;

(c) as built plans;

(d) latitude and longitude coordinates of the centre point of the location for each wind turbine generator and offshore accommodation platform, provided as Geographical Information System data referenced to WGS84 datum; and

(e) latitude and longitude coordinates of the array cables, provided as Geographical Information System data referenced to WGS84 datum.

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

Collaboration

25.—(1) Prior to submission of plans and documentation required to be submitted to the MMO for approval in accordance with conditions 16 and 17, the undertaker must provide a copy of the relevant plans and documentation to DBSWL to enable DBSWL to provide any comments on the plans and documentation to the undertaker.

(2) The plans and documentation submitted to the MMO for approval in accordance with conditions 16 and 17 must be accompanied by any comments received by the undertaker from DBSWL in accordance with sub-paragraph (1) or a statement from the undertaker confirming that no such comments were received.

Reporting of impact pile driving

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

(a) no less than six months prior to the commencement of each phase of construction of the licensed activities, information on the expected location, start and end dates of impact pile driving to satisfy the Marine Noise Registry's Forward Look requirements:

(b) within two weeks after commencement of each phase of construction of the licensed activities, information on the location, start and end dates of impact pile driving to satisfy the Marine Noise Registry's Forward Look requirements; and

(c) at six-month intervals following the commencement of pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry's Close Out requirements by 7 April for winter season October to March inclusive and 7 October for summer season April to September inclusive or within 12 weeks of completion of impact pile driving whichever is earlier.

(2) The undertaker must notify the MMO in writing of the successful submission of Forward Look or Close Out data pursuant to paragraph (1) above within seven days of the submission.

(3) For the purpose of this condition, "Forward Look" and "Close Out" mean the requirements as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) as amended, updated, or superseded from time to time.

Maintenance reporting

27.—(1) An annual maintenance report must be submitted to the MMO in writing within one month following the first anniversary of the date of commencement of operations, and every year thereafter until the permanent cessation of operation.

(2) The report must provide a record of the licensed activities undertaken as set out in condition 7 during the preceding year, the timing of activities and methodologies used.

(3) Every fifth year, the undertaker must submit to the MMO in writing, within one month of that date, a consolidated maintenance report, which will—

(a) include a review of licensed activities undertaken during the preceding five years with reference to the reports submitted in accordance with condition 27 (1) of this licence.

(b) reconfirm the applicability of the methodologies and frequencies of the licensable activities permitted by this licence for the remaining duration of this licence.

Sediment Sampling

28.—(1) The undertaker must submit a sample plan request in writing to the MMO for written approval of a sample plan.

(2) The sample plan request must be made—

(a) for capital dredging, at least six months prior to the commencement of any capital dredging; or

(b) for maintenance dredging, at least six months prior to the end of every third year from the date of the previous sediment sample analysis.

(3) The sample plan request must include details of—

(a) the volume of material to be dredged;

(b) the location of the area to be dredged;

(c) details of the material type proposed for dredging;

(d) the type and dredging methodology (including whether it is a capital or maintenance dredge, depth of material to be dredged and proposed programme for the dredging activities); and

(e) the location and depth of any supporting samples.

(4) Unless otherwise agreed by the MMO, the undertaker must undertake the sampling in accordance with the approved sample plan.

Ornithological monitoring

29.—(1) The licensed activities or any phase of those activities must not commence until an ornithological monitoring plan setting out the circumstances in which ornithological monitoring will be required and the monitoring to be carried out in such circumstances has been submitted to and approved in writing by the MMO, in consultation with the relevant statutory nature conservation body.

(2) The ornithological monitoring plan must be submitted in writing to the MMO no later than six months prior to the first pre-construction survey.

(3) The undertaker must carry out any monitoring agreed under sub-paragraph (1) and provide the agreed reports to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation body.

[Noise restriction

30.—(1) No piling activity can commence within Work Nos. 1A and 4A during the herring spawning season until a herring spawning piling restriction plan (in accordance with the herring spawning plan) is submitted to and approved in writing by the MMO, in consultation with the relevant statutory nature conservation body.

(2) The herring spawning piling restriction plan must be submitted to the MMO no later than six months prior to the commencement of the relevant activities unless otherwise agreed in writing by the MMO.

(3) The herring spawning piling restriction plan must present updated underwater noise modelling, which must be based on final project parameters to be used to install piles and must include details of any mitigation measures to be employed.

(4) If the updated underwater noise modelling referred to in sub-paragraph (3) above demonstrates that noise levels above 135 decibel from any piling area within Work Nos. 1A and/or 4A will impact the area shoreward of the Herring Spawning Noise Restriction Boundary

during the herring spawning season then any piles located within that piling area must not be installed during the herring spawning season without written approval from the MMO.

(5) Any piling activity within Work Nos. 1A and 4A during the herring spawning season must be undertaken in accordance with the approved herring spawning piling restriction plan approved under sub-paragraph (1) or in accordance with any approval given by the MMO under sub-paragraph (4) above.

(6) In this condition-

"Herring Spawning Noise Restriction Boundary" means the boundary indicated by the red line on the herring spawning plan, with the restricted area being the area shoreward of this boundary

"herring spawning plan" means the document certified by the Secretary of State as the herring spawning plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified)

"herring spawning season" means 1 August to 31 October inclusive or such other period as agreed in writing with the MMO;

"piling area" means any area within Work Nos. 1A and/or 4A within which one or more piled foundations is proposed to be installed.]

SCHEDULE 11

Article 35

Deemed Marine Licence 2: DBS West Project Offshore Generation – Work No. 1B, 4B and 7B

PART 1

Licensed marine activities

Interpretation

1.—(1) In this deemed marine licence—

"the 2004 Act" means the Energy Act 2004;

"the 2008 Act" means the Planning Act 2008;

"the 2009 Act" means the Marine and Coastal Access Act 2009;

"the 2017 Regulations" means the Conservation of Offshore Marine Habitats and Species Regulations 2017;

"Annex I subtidal habitat" means a subtidal habitat of a type listed in Annex I to Council Directive 92/43/EEC on the conservation of natural habitats and of wild fauna and flora;

"array area" means the area covered by Work No. 1B as shown on the offshore works plan;

"array cable" means a cable linking the wind turbine generators to each other and to the offshore converter platforms;

"authorised deposits" means the substances and articles specified in paragraph 4 of Part 1 of this deemed marine licence;

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

"authorised scheme" means Work No. 1B, 4B and 7B and the further associated development described in paragraph 3 of Part 1 of this deemed marine licence or any part of that work or development;

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

“cable” means any offshore cable and includes direct-lay cables and cables laid in cable ducts and further includes fibre optic and other communications cables either within the cable or laid alongside;

“cable crossing” means the crossing of existing subsea cables and pipelines by the array, inter-platform or export cables authorised by the Order and forming part of the authorised scheme together with physical protection measures including cable protection;

“cable protection” means measures to protect cables forming part of the authorised scheme from physical damage and exposure due to loss of seabed sediment including, but not limited to, rock placement, concrete mattresses with or without frond devices, protective aprons or coverings, bagged solutions filled with sand, rock, grout or other materials and protective shells;

“cable statement” means the document certified by the Secretary of State as the cable statement for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“commence” means the first carrying out of any licensed marine activities authorised by this deemed marine licence, save for pre-construction monitoring surveys approved under this deemed marine licence, and “commenced” and “commencement” must be construed accordingly;

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

“DBS East” means the Dogger Bank South East Offshore Wind Farm;

“DBS East Project” means the DBS East Project offshore works and the DBS East Project onshore works;

“DBS East Project offshore works” means Work Nos. 1A to 8A and any other authorised development associated with those works;

“DBS East Project onshore works” means Work Nos. 9A to 34A and any other authorised development associated with those works;

“DBSEL” means RWE Renewables UK Dogger Bank South (East) Limited, company number 13656240, whose registered office is Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, England, SN5 6PB;

“DBS West offshore works” means Work Nos. 1B to 8B and any authorised development associated with those works;

“DBS West Project” means the DBS West Project onshore works and the DBS West Project offshore works;

“DBS West Project onshore works” means Work Nos. 9B to 34B and any other authorised development associated with those works;

“DBSWL” means RWE Renewables UK Dogger Bank South (West) Limited, company number 13656525, whose registered office is Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, England, SN5 6PB;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands, B75 7RL and any successor body to its functions;

“disposal ground 2 (DBS West)” means the site to be used for disposal of inert material of natural origin produced during construction drilling and seabed preparation for foundation works and cable sandwave clearance for the DBS West offshore works as shown on the Disposal Site Plan and with MMO disposal site reference DG035;

“Disposal Site Plan” means the plan certified by the Secretary of State as the Disposal Site Plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“Dropped Object Procedure Form” means the MMO notification proforma with reference MLDIR1 for reporting the loss or dumping of synthetic materials and other refuse at sea or any other format advised in writing by the MMO;

“environmental statement” means the document certified by the Secretary of State as the environmental statement for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“habitats of principal importance” “means a habitat designated as being of principal importance in accordance with section 41 (biodiversity lists and action (England)) of the Natural Environment and Rural Communities Act 2006;

“HAT” means highest astronomical tide;

“HVAC” means high voltage alternating current;

“in principle monitoring plan” means the document certified by the Secretary of State as the in principle monitoring plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation” means the document certified by the Secretary of State as the in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“inter-platform cable” means a cable linking the offshore converter platforms;

“intrusive activities” means activities including anchoring of vessels, jacking up of vessels, and temporary wet storage areas;

“jacket foundation” means a lattice type structure constructed of steel which is fixed to the seabed at 3 or more points with steel pin piles and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms;

“JNCC Guidance” means the statutory nature conservation body ‘Guidance for assessing the significance of noise disturbance against Conservation Objectives of harbour porpoise SACs’ Joint Nature Conservation Committee Report No.654, May 2020 published in June 2020 as amended, updated or superseded from time to time;

“LAT” means lowest astronomical tide;

“maintain” includes inspect, upkeep, repair, adjust, alter, remove, reconstruct and replace (including replenishment of cable protection), but does not include the removal, reconstruction or replacement of foundations associated with the authorised scheme, to the extent assessed in the environmental statement; and “maintenance” must be construed accordingly;

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

“Marine Noise Registry” means the database developed and maintained by JNCC on behalf of Defra to record the spatial and temporal distribution of impulsive noise generating activities in UK seas;

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

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

“mean sea level” means the average level of the sea surface over a period of time, taking account of all tidal effects and surge events;

“MHWS” or “mean high water springs” means the average throughout the year of two successive high waters during a 24-hour period in each month when the range of the tide is at its greatest (Spring tides);

“MLWS” or “mean low water springs” means the lowest level that spring tides reach on average over a period of time;

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

“offshore accommodation platform” means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and open with modular equipment or fully clad and may include a helicopter platform, containing accommodation, storage, workshop auxiliary equipment and facilities for operating, maintaining and controlling the offshore converters or wind turbine generators, including but not limited to navigation, aviation and safety marking and lighting, systems for vessel access and retrieval, cranes, potable water supply, black water separation, stores, fuels and spares, communications systems and control hub facilities;

“offshore converter platform” means an offshore converter platform with equipment to convert the HVAC power generated at the wind turbine generators into HVDC power, being a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and open with modular equipment or fully clad and may include a helicopter platform, containing electrical equipment required to switch, transform, convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation, including but not limited to high voltage power transformers, high voltage switchgear and busbars, substation auxiliary systems and low voltage distribution, instrumentation, metering equipment and control systems, standby generators, shunt reactors, auxiliary and uninterruptible power supply systems, facilities to support operations and maintenance;

“offshore order limits and grid coordinates plan” means the plan certified by the Secretary of State as the offshore order limits and grid coordinates plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“Order” means Dogger Bank South East and West Offshore Wind Farms Order 20[ ];

“Order limits” means the limits shown on the offshore order limits and grid coordinates plans within which the authorised scheme may be carried out and the grid coordinates for Work Nos. 1B, 4B and 7B are set out in paragraph 5 of Part 1 of this deemed marine licence;

“outline fisheries liaison and co-existence plan” means the document certified by the Secretary of State as the outline fisheries liaison and co-existence plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“outline marine mammal mitigation protocol” means the document certified by the Secretary of State as the outline marine mammal mitigation protocol for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“outline offshore operations and maintenance plan” means the document certified by the Secretary of State as the outline offshore operations and maintenance plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“outline project environmental management plan” means the document certified by the Secretary of State as the outline project environmental management plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“outline scour protection plan” means the document certified by the Secretary of State as the outline scour protection plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“outline vessel traffic monitoring plan” means the document certified by the Secretary of State as the outline vessel traffic monitoring plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline written scheme of investigation (offshore)" means the document certified by the Secretary of State as the outline written scheme of investigation (offshore) for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"scour protection" means measures to prevent loss of seabed sediment around any structure placed in or on the seabed including by the use of bagged solutions, filled with grout or other materials, protective aprons, concrete mattresses with or without frond devices, and rock and gravel placement;

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

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

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

"Trinity House" means the Corporation of Trinity House of Deptford Strond;

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

"undertaker" means DBSWL;

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

"VHF" means very high frequency;

"wind turbine generator" means a structure comprising a tower, a rotor with three blades connected at the hub, a nacelle and ancillary electrical and other equipment which may include J-tubes, transition piece, access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter landing facilities and other associated equipment, fixed to a foundation and forming part of the authorised scheme;

"works plans" means the works plans (offshore) and the works plans (onshore);

"works plans (offshore)" means the plans certified by the Secretary of State as the works plans (offshore) for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified); and

"works plans (onshore)" means the plans certified by the Secretary of State as the works plans (onshore) for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified).

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

(3) In this deemed marine licence, unless otherwise indicated—

(a) all times are Greenwich Mean Time ("GMT");

(b) all coordinates are latitude and longitude degrees and minutes to two decimal places.

(4) Unless otherwise stated or agreed with the MMO, all submissions, notifications and communications must be sent by the undertaker to the MMO using MCMS. Except where

(**a**) S.I. 2017/1012
(**b**) S.I. 2017/1013

otherwise notified in writing by the relevant organisation, the addresses for correspondence for the purposes of this deemed marine licence are—

(a) Historic England
37 Tanner Road
York
YO1 6WP

(b) Marine Management Organisation
Marine Licensing Team
Lancaster House
Hampshire Court
Newcastle upon Tyne
NE4 7YH
Email: marine.consents@marinemanagement.org.uk
Tel: 0300 123 1032

(c) Marine Management Organisation (local office)
Room 13, Ground Flood
Crosskill House
Mill Lane
Beverley
HU17 9JB
Tel: 0208 026 0519

(d) Maritime and Coastguard Agency
UK Technical Services Navigation
Spring Place
105 Commercial Road
Southampton
SO15 1EG
Tel: 020 3817 2433
Email: navigationsafety@mcga.gov.uk

(e) Natural England
Foss House
Kings Pool
1-2 Peasholme Green
York
YO1 7PX
Tel: 0300 060 4911

(f) Trinity House
Tower Hill
London
EC3N 4DH
Tel: 020 7481 6900

(g) United Kingdom Hydrographic Office
Admiralty Way

Taunton

Somerset

TA1 2DN

Tel: 01823 337 900

(5) Unless otherwise advised in writing by the MMO, the address for electronic communication with the MMO for the purposes of this licence is marine.consents@marinemanagement.org.uk, or where contact to the Local Office of the MMO is required, beverley@marinemanagement.org.uk.

Details of licensed marine activities

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

(a) the deposit at sea within the Order limits seaward of MHWS of the substances and objects specified in paragraph 4 below and, when combined with the disposal authorised within disposal ground 2 (DBS West) by the deemed marine licences granted under Schedules 13, 14 and 14A of the Order, of up to 2,258,194 cubic metres (being a maximum, not an approximate upper figure) of inert material of natural origin produced during construction drilling or seabed preparation for foundation works, cable works and boulder clearance works at disposal site references to be provided to the MMO within disposal ground 2 (DBS West) and any other disposal sites approved in writing by the MMO;

(b) the construction of works in or over the sea or on or under the sea bed;

(c) dredging for the purposes of seabed preparation for foundation works or cable works;

(d) the removal of sediment samples for the purposes of informing environmental monitoring under this deemed marine licence during pre-construction, construction and operation;

(e) boulder clearance works by displacement ploughing or subsea grab technique or any other comparable method;

(f) removal of static fishing equipment; and

(g) site preparation works.

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

Work No. 1B—

(a) An offshore wind turbine generating station with a gross electrical output of over 100 megawatts comprising up to 100 wind turbine generators each fixed to the seabed by monopile or jacket foundations;

(b) a network of HVAC subsea cables connecting the wind turbine generators and Work No. 3 within the area shown on the works plans, including cable crossings and cable protection;

Work No. 4B—

Up to one accommodation platform fixed to the seabed by jacket or monopile foundations within the area shown on the works plans;

Work No. 7B—

A temporary work area associated with Work Nos. 1B to 5B for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1B to 5B;

In connection with such Work Nos. 1B, 4B and 7B and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence, including—

(a) scour protection around the foundations of the offshore structures;

(b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;

(c) the removal of material from the seabed required for the construction of Work Nos. 1B and 4B and the disposal of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works, cable installation preparation such as sandwave clearance, and boulder clearance;

(d) removal of static fishing equipment;

(e) temporary landing places, moorings or other means of accommodating vessels in the construction or maintenance of the authorised scheme;

(f) disposal of drill arisings in connection with any foundation drilling up to a total of 35,086 cubic metres;

(g) creation and use of temporary laydown areas, use of cable lay vessel anchors;

(h) lighting.

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

(a) iron, steel, copper and aluminium;

(b) stone and rock;

(c) concrete and grout;

(d) sand and gravel;

(e) cement bound sand;

(f) natural soils;

(g) plastic and synthetic material;

(h) drilling fluid;

(i) material extracted from within the Order limits during construction drilling or seabed preparation for foundation works and cable installation preparation works;

(j) weights used for the calibration of vessels, consisting of a hessian sack, metal shackles or chains; and

(k) marine coatings, other chemicals and timber.

5. The grid coordinates for that part of the authorised scheme comprising Work No. 1B, 4B and 7B are specified below—

Point ID	*Latitude (DMS)*	*Longitude (DMS)*
1	54° 33.7017’ N	1° 20.55955’ E
2	54° 33.84869’ N	1° 20.16118’ E
3	54° 34.09052’ N	1° 19.9387’ E
4	54° 42.68808’ N	1° 19.11958’ E
5	54° 42.89576’ N	1° 19.19192’ E
6	54° 43.00532’ N	1° 19.2987’ E
7	54° 43.10223’ N	1° 19.45603’ E
8	54° 44.18515’ N	1° 21.7125’ E
9	54° 44.28093’ N	1° 22.03856’ E
10	54° 44.30046’ N	1° 22.32068’ E
11	54° 44.26468’ N	1° 22.62418’ E
12	54° 39.02878’ N	1° 44.92686’ E
13	54° 38.84907’ N	1° 45.31024’ E
14	54° 38.57165’ N	1° 45.4825’ E
15	54° 36.48108’ N	1° 44.38088’ E
16	54° 36.3193’ N	1° 44.24208’ E

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17	54° 36.19975’ N	1° 44.03507’ E
18	54° 31.81809’ N	1° 33.61066’ E
19	54° 31.68029’ N	1° 33.16936’ E
20	54° 31.68491’ N	1° 32.6914’ E

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

7. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this deemed marine licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence apply only to a transfer not falling within article 5 (benefit of order) of the Order.

8.—(1) With respect to any condition which requires the licensed activities be carried out in accordance with the details, plans or schemes approved under this deemed marine licence, the approved details, plans or schemes are taken to include any amendments that may subsequently be approved in writing by the MMO.

(2) Any amendments to or variations from the approved details, plans or schemes must be in accordance with the principles and assessments set out in the environmental statement and approval of an amendment or variation may only be given where it has been demonstrated to the satisfaction of the MMO that it is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

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

PART 2

Conditions

Design parameters

Wind turbine generators

1.—(1) Subject to sub-paragraph (2), wind turbine generators forming part of the authorised scheme must not—

(a) exceed a height of 376.8 metres when measured from MHWS to the tip of the vertical blade;

(b) exceed a rotor diameter of 344.08 metres;

(c) be less than 830 metres from the nearest wind turbine generator in any direction;

(d) have a distance of less than 34 metres between the lowest point of the rotating blade of the wind turbine generator and mean sea level; or

(e) exceed 100 wind turbine generators.

(2) References to the location of a wind turbine generator are references to the centre point at the base of the wind turbine generator.

Wind turbine generator foundations

2.—(1) Wind turbine generator foundations must be of one or more of the following foundation options: piled monopile, or piled jacket foundation.

(2) Wind turbine generator piled monopile foundations must not have a pile diameter exceeding 15 metres.

(3) Any wind turbine generator piled jacket foundation must not—

(a) have more than four legs;

(b) have more than four piles; or

(c) have a pile diameter exceeding four metres.

(4) Within Work No. 1B, the wind turbine generator foundations must not have:—

(a) a total combined seabed footprint (including scour protection) exceeding 311,725 square metres; or

(b) a total combined amount of scour protection exceeding 302,221.21 square metres.

Offshore accommodation platform dimensions

3.—(1) The total number of offshore accommodation platforms in respect of the authorised scheme must not exceed one.

(2) The dimensions of any offshore accommodation platform (excluding helidecks, lightning protection, towers, masts and cranes) must not exceed—

(a) 125 metres in length;

(b) 100 metres in width; or

(c) 105 metres in height above LAT.

Offshore accommodation platform foundations

4.—(1) Offshore accommodation platform foundations must be of one or more of the following foundation options: piled monopile or piled jacket foundation.

(2) The pile diameter of any offshore accommodation platform piled monopile foundation must not exceed 15 metres.

(3) Any offshore accommodation platform piled jacket foundation must not—

(a) have more than eight legs;

(b) have more than eight piles; or

(c) have a pile diameter exceeding 3.8 metres.

(4) Any offshore accommodation platform foundation must not—

(a) have a seabed footprint (including scour protection) exceeding 5,411 square metres; or

(b) have a seabed footprint (excluding scour protection) exceeding 177 square metres.

(5) The total volume of scour protection for wind turbine generators and the offshore accommodation platform must not exceed 548,095 cubic metres.

Cables and cable protection

5.—(1) Within Work Nos. 1B the array cables must not, in total—

(a) exceed 350 kilometres in length;

(b) exceed 20 cable crossings;

(c) have cable protection (including cable crossings) exceeding 375,800 square metres in area; or

(d) have cable protection (including cable crossings) exceeding 219,115 cubic metres in volume.

(2) The array cables within Work No. 1B which fall within the Dogger Bank Special Area of Conservation must not have cable protection exceeding 10% of the length of such cables, when combined with the offshore export cables, array cables and inter-platform cables authorised by the deemed marine licences granted under Schedules 10 and 12 – 14A of the Order.

Phases of authorised scheme

6.—(1) The authorised scheme must not commence until an offshore works phasing scheme setting out the phases of construction of the authorised scheme has been submitted to and approved in writing by the MMO.

(2) The authorised scheme must be submitted at least 6 months prior to the proposed commencement of the works.

(3) Any subsequent amendments to the offshore works phasing scheme submitted for approval under sub-paragraph (1) must be submitted to the MMO for approval in writing.

(4) The offshore works phasing scheme submitted for approval under sub-paragraph (1) must be implemented as approved. The approved details shall be taken to include any amendment that may subsequently be approved by the MMO in accordance with sub-paragraph (3).

Maintenance of the authorised scheme

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

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

(a) Routine maintenance of wind turbine generators, offshore accommodation platform, and their respective foundations;

(b) Major wind turbine component or offshore accommodation platform replacement;

(c) Painting and applying other coatings to wind turbine generators or offshore accommodation platforms;

(d) Bird waste and marine growth removal;

(e) Surveys/inspections of cables;

(f) Cable remedial burial;

(g) Cable protection replenishment;

(h) Cable repairs and replacement;

(i) Access ladder and boat landing replacement;

(j) Wind turbine generator and offshore accommodation platform anode replacement; and

(k) J-tube repair/replacement.

(3) Operation of the licensed activities must not commence until an offshore operations and maintenance plan substantially in accordance with the outline offshore operations and maintenance plan has been submitted to and approved in writing by the MMO. The operations and maintenance plan must include, but is not limited to—

(a) a list of maintenance activities within the marine environment that are planned for the lifetime of the licensed activities;

(b) details of the typical construction plant, machinery and personnel requirements for each maintenance activity and any requirements for detailed method statements;

(c) details of the typical frequency and timing of each maintenance activity; and

(d) details of controls and mitigation that will be in place in order to protect the marine environment.

(4) The offshore operations and maintenance plan must be reviewed every three years commencing from the date on which the plan was approved, unless otherwise agreed by the MMO, to ensure the details of the maintenance activities remain accurate. The conclusions of that review must be submitted to and approved by the MMO in writing.

(5) The offshore operations and maintenance plan must be implemented as approved by the MMO.

(6) Unless otherwise agreed in writing with the MMO, the undertaker must submit—

(a) the first offshore operations and maintenance plan at least 6 months prior to the operation of the licensed activities;

(b) any revised offshore operations and maintenance plan submitted in accordance with sub-paragraph (4) at least 6 months before such revised plan is required to be put in place; and

(c) where additional maintenance activities are identified that are not included in the approved offshore operations and maintenance plan, or any revised plan approved in accordance with sub-paragraph (4), an updated offshore operations and maintenance plan including the additional maintenance activities must be submitted to and approved by the MMO in writing as soon as possible after the need for such additional maintenance activities is identified.

Extension of time periods

8. Any time period given in this deemed marine licence to either the undertaker or the MMO may be extended with the agreement of the other party in writing, such agreement not to be unreasonably withheld or delayed.

Notifications and inspections

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

(a) a copy of this deemed marine licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—

(i) all agents and contractors notified to the MMO in accordance with condition 19;

(ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 19;

(b) the undertaker must confirm in writing to the MMO within 28 days of a copy of this deemed marine licence and any subsequent amendments or revisions to it being provided to the persons listed in sub-paragraph (1)(a) that the required information has been provided.

(2) Only those persons and vessels notified to the MMO in accordance with condition 19 are permitted to carry out the licensed activities.

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

(a) the undertaker's registered address;

(b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and

(c) on board each vessel and at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

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

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

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

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

(a) at least 14 days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data;

(b) as soon as reasonably practicable and no later than 24 hours of completion of the DBS West Project offshore works,

and confirmation of notification must be provided to the MMO within five days.

(8) The undertaker must ensure that a local notification to mariners is issued at least 14 days prior to the commencement of the authorised scheme or any part thereof advising of the start date of each of Work Nos. 1B, 4B and 7B and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) The undertaker must ensure that local notifications to mariners are updated and reissued at weekly intervals during construction activities and at least five days before any planned operations (unless otherwise agreed in writing by the MMO) and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction programme and monitoring plan approved under condition 15(1)(b). Copies of all notices must be provided to the MMO, UKHO and the MCA within five days.

(10) The undertaker must notify UKHO and the MCA of the commencement (within ten days), progress and completion of construction (within ten days) of the licensed activities in order that all necessary amendments to nautical and aeronautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days of the notification.

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

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

(13) The undertaker must notify the MMO in writing a minimum of five days in advance of the commencement of each discrete incident of cable repair, replacement, or protection replenishment activity. Such a notification must include proposed timings and a description of proposed methodologies.

(14) The undertaker must ensure that the MMO, the MMO Local Office, local mariners, local fishermen's organisations and the Source Data Receipt Team at the UK Hydrographic Office, Taunton, Somerset, TA1 2DN (sdr@ukho.gov.uk) are notified within five days of completion of each instance of cable repair, replacement or protection replenishment activity.

Aids to navigation

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

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

(a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;

(b) notice within 24 hours of any aids to navigation being established by the undertaker; and

(c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation in accordance with the frequencies set out in the aids to navigation management plan agreed pursuant to condition 15(1)(f) using the reporting system provided by Trinity House.

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

(5) In the event that the provisions of condition 9(11) or condition 9(12) are invoked, the undertaker must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

Colouring of Structures

11.—(1) Except as otherwise required by Trinity the undertaker must colour all structures forming part of the authorised scheme yellow (colour code RAL 1023) from at least HAT to a height directed by Trinity House or must colour the structure as directed by Trinity House in writing from time to time.

(2) Subject to sub-paragraph (1) above, unless the MMO otherwise directs in writing, the undertaker must paint the remainder of the structures submarine grey (colour code RAL 7035).

Aviation safety

12.—(1) The undertaker must exhibit such lights, with such shape, colour and character as are required in writing by the Air Navigation Order 2016(**a**) and determined necessary for aviation safety in consultation with the Defence Infrastructure Organisation Safeguarding and as directed by the Civil Aviation Authority.

(2) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, the Civil Aviation Authority and the MMO, as soon as reasonably practicable and at least 14 days prior to the commencement of the authorised scheme, in writing of the following information—

(a) the date of the commencement of construction of the authorised scheme;

(b) the date any wind turbine generators are to be installed;

(c) the maximum height of any construction equipment or vessels to be used;

(d) the maximum height of each wind turbine generator to be constructed;

(e) the latitude and longitude of each wind turbine generator to be constructed;

and the Defence Infrastructure Organisation Safeguarding and the Civil Aviation Authority must be notified of any changes to the information supplied under this paragraph and of the completion of the construction of the authorised scheme. Copies of notifications must be provided to the MMO within 5 days.

Chemicals, drilling and debris

13.—(1) The undertaker must ensure that any coatings and treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by the Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

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

(3) The undertaker must inform the MMO in writing of the location and quantities of material disposed of each month under this deemed marine licence by submission of a disposal return by

(**a**) S.I. 2016/765.

15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive and must provide a null return if no activity has taken place during the reporting period.

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

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

(6) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss in writing to the local enforcement office within 24 hours and if the MMO, in consultation with the MCA and Trinity House, reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must, in that event, demonstrate to the MMO that reasonable attempts have been made to locate, remove or move any such material.

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

(8) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 15(1)(d)(i).

(9) Debris or dropped objects which are considered a danger or hazard to navigation must be reported as soon as reasonably practicable but no later than six hours from the undertaker becoming aware of an incident, to the relevant HM Coastguard Maritime Rescue Co-ordination Centre by telephone (0344 382 0580), and the UK Hydrographic Office email: navwarnings@btconnect.com.

(10) All dropped objects including those in sub-paragraph (9) must be reported to the MMO using the Dropped Object Procedure Form (including any updated form as provided by the MMO) as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident, unless otherwise agreed in writing with the MMO.

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

Force majeure

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

Pre-construction plans and documentation

15.—(1) The licensed activities or any phase of those activities must not commence until the following (insofar as relevant to that activity or phase of activity) have been submitted to and approved in writing by the MMO, in consultation with Trinity House, the MCA, the relevant statutory nature conservation body and UKHO as appropriate—

(a) a layout plan setting out proposed details of the authorised scheme, including the—

(i) number, dimensions, specification, foundation type(s) and depth for each wind turbine generator and offshore accommodation platform;

(ii) the grid coordinates of the centre point of the proposed location for each wind turbine generator and offshore accommodation platform;

(iii) proposed layout of all cables;

(iv) location and specification of all other aspects of the authorised scheme; and

(v) any exclusion zones or micro-siting requirements identified pursuant to 15(1)(e)(iv) or relating to any habitats of principal importance, Annex 1 subtidal habitat or surficial deposits of glacial till identified as part of surveys undertaken in accordance with condition 20;

to ensure conformity with the description of Work No. 1B and 4B and compliance with conditions 1 to 5;

(b) a construction programme and monitoring plan (which accords with the in principle monitoring plan) which, save in respect information submitted pursuant to sub-paragraph (b)(iii)(aa), is to be submitted to the MMO at least six months prior to commencement of licensed activities and to include details of—

(i) the proposed construction start date;

(ii) proposed timings for mobilisation of plant delivery of materials and installation works;

(iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction surveys and monitoring and related reporting in accordance with conditions 20, 21 and 22 to be submitted to the MMO in accordance with the following (unless otherwise agreed in writing with the MMO):—

(aa) at least six months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed pre-construction monitoring;

(bb) at least six months prior to construction, detail on construction monitoring;

(cc) at least six months prior to commissioning, detail of post-construction (and operational) monitoring;

(iv) an indicative written construction programme for all wind turbine generators and cables including fibre optic cables comprised in the works at Part 1 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above); and

(v) a monitoring plan setting out the circumstances in which monitoring will be required and the monitoring to be carried out in such circumstances;

(c) a construction method statement (in accordance with the cable statement), including details of—

(i) cable burial, specification, installation and monitoring to include—

(aa) the technical specification of cables below MHWS;

(bb) a detailed cable laying plan for the authorised scheme, incorporating a detailed burial risk assessment encompassing the identification of any cable protection that exceeds 5 percent of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5 percent of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or similar such assessment to ascertain suitable burial depths and cable laying techniques, including cable protection; and

(cc) proposals for monitoring cables including cable protection until the authorised scheme is decommissioned which includes a risk-based approach to the management of unburied or shallow buried cables;

(ii) a scour protection plan (in accordance with the outline scour protection plan) including details of scour protection and cable protection including details of the need, type, sources, quantity and installation methods for scour protection and cable protection, with details updated and resubmitted for approval if changes to it are proposed following cable laying operations;

(iii) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation and cable installation works and having regard to any mitigation scheme pursuant to sub-paragraph (1)(g);

(iv) advisory safe passing distances for vessels around the sites where the licensed activities are taking place;

(v) contractors;

(vi) vessels and vessel transit corridors;

(vii) associated ancillary works; and

(viii) guard vessels to be employed;

(d) a project environmental management plan (in accordance with the outline project environmental management plan) covering the period of construction and operation to include details of—

(i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents during construction and operation of the authorised scheme in relation to all activities carried out;

(ii) a chemical risk assessment, including information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance and standards;

(iii) waste management and disposal arrangements;

(iv) the appointment and responsibilities of a fisheries liaison officer;

(v) a fisheries liaison and coexistence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 4 and to address the interaction of the licensed activities with fishing activities;

(vi) a code of conduct for vessel operators to reduce risk of injury to mammals; and

(vii) procedures, which must be adopted within vessel transit corridors to minimise disturbance to red-throated diver during the period 1 November to 31 March (inclusive), which must be in accordance with the best practice protocol for minimising disturbance to red-throated diver;

(e) an archaeological written scheme of investigation in relation to the offshore Order limits seaward of MHWS, which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body to include—

(i) details of responsibilities of the undertaker, archaeological consultant and contractor;

(ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;

(iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;

(iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;

(v) monitoring of archaeological exclusion zones during and post construction;

(vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the Archaeological Data Service, by submitting an OASIS ('Online Access to the Index of archaeological investigations') form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO and Historic England that the OASIS form has been submitted to the Archaeological Data Service within two weeks of submission;

(vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and

(viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities;

(f) an aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, the MCA, the Civil Aviation Authority and UKHO specifying how the undertaker will ensure compliance with condition 10 from the commencement of construction of the authorised scheme to the completion of decommissioning;

(g) in the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol (in accordance with the outline marine mammal mitigation protocol), the intention of which is to prevent injury to marine mammals, following current best practice as advised by the relevant statutory nature conservation bodies and which must include details of noise reduction methods through project design (primary measures) and/or, deployment of noise mitigation systems or noise abatement systems (secondary measures) that will be utilised to manage sounds from those piling activities and such protocol must include full details and justification for the mitigation chosen or excluded for deployment;

(h) a navigation management plan to manage crew transfer vessels (including daughter craft) during the construction and operation of the authorised scheme;

(i) a final cable statement (in accordance with the cable statement); and

(j) a site specific chemical risk assessment, which must be submitted no later than ten weeks prior to use of the relevant chemical, for all chemicals (with the exception of chemicals present on the OSPAR List of Substances Used and Discharged Offshore which Are Considered to Pose Little or No Risk to the Environment) that have a pathway to the marine environment used for the marine licensed activities, outside the course of normal navigation, to include—

(i) the function of the chemical,

(ii) the quantities being used and the frequency of use; and

(iii) the physical, chemical, and ecotoxicological properties of the chemical.

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

(3) Any sediment removed from within the Dogger Bank Special Area of Conservation during construction of the authorised scheme must be disposed of within that part of the Dogger Bank Special Area of Conservation which falls within the Order limits.

(4) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive monopile foundations must not exceed 6,000kJ and the hammer energy used to drive or part-drive pin pile foundations must not exceed 3,000kJ.

(5) The maximum number of main vessels engaged at any time in activities related to piling for the licensed activities when combined with the number of main vessels engaged in piling activities authorised by the deemed marine licences granted under Schedules 10, 12 and 13 must not exceed 2 vessels.

(6) The number of piled foundations installed within a 24 hour period when combined with the number of piled foundations installed pursuant to the deemed marine licences granted under Schedules 10, 12 and 13 of the Order within the same 24 hour period must not exceed—

(a) 4 monopile foundations;

(b) 8 pin pile foundations;

(c) 3 monopile foundations and 2 pin pile foundations;

(d) 2 monopile foundations and 4 pin pile foundations; or

(e) 1 monopile foundation and 6 pin pile foundations.

(7) The number of piled foundations installed concurrently when combined with the number of piled foundations installed concurrently pursuant to the deemed marine licences granted under Schedules 10, 12 and 13 must not exceed—

(a) where only monopile foundations are being installed concurrently exceed 2 monopile foundations;

(b) where only pin pile foundations are being installed concurrently exceed 2 pin pile foundations; and.

(c) where a combination of monopile foundations and pin pile foundations are being installed concurrently exceed 1 monopile foundation and 1 pin pile foundation.

(8) In sub-paragraphs (15)(1)(d)(ii) and 15(1)(j) above:

(a) "pathway to the marine environment" means open systems or closed systems that require top up;

(b) "chemicals" comprise both substances and preparations;

(c) "preparation" means a mixture or solution composed of two or more substances; and

(d) "substance" means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition.

Site Integrity Plan

16.—(1) No piling activities can take place until a Site Integrity Plan ("SIP"), which accords with the principles set out in the in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation, has been submitted to, and approved in writing, by the MMO in consultation with the relevant statutory nature conservation body.

(2) The SIP submitted for approval must contain a description of the conservation objectives for the Southern North Sea Special Area of Conservation ("SNS SAC") as well as any relevant management measures and it must set out the key statutory nature conservation body advice on activities within the SNS SAC relating to piling as set out within the JNCC Guidance and how this has been considered in the context of the authorised scheme.

(3) The SIP must be submitted in writing to the MMO no later than six months prior to the commencement of piling activities.

(4) In approving the SIP the MMO must be satisfied that the authorised scheme at the preconstruction stage, in-combination with other plans and projects, is in line with the JNCC Guidance.

(5) The approved SIP may be amended with the prior written approval of the MMO, in consultation with the relevant statutory nature conservation body, where the MMO remains satisfied that the Project, in-combination with other plans or projects at the pre-construction stage, is in line with the JNCC Guidance.

Approval of programmes, statements etc

17.—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 15 must be submitted in writing for approval at least six months prior to the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(2) The MMO must determine an application for approval made under conditions 15 and 16 within a period of six months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(3) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under conditions 15 and 16, unless otherwise agreed in writing by the MMO.

Offshore safety management

18. Any part of the authorised scheme must not be commenced until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed all MCA recommendations as appropriate to the authorised scheme contained within MGN654 "Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues" (or any equivalent guidance that replaces or supersedes it) and its annexes.

Reporting of engaged agents, contractors and vessels

19.—(1) The undertaker must provide the following information in writing to the MMO—

(a) the name, function, company number (if applicable), registered or head office address (as appropriate) of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and

(b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

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

(3) Any changes to the supplied details must be notified to the MMO in writing at least 24 hours before the agent, contractor or vessel engages in the licensed activities.

Pre-construction monitoring and surveys

20.—(1) The undertaker must, in discharging condition 15(1)(b), submit a monitoring plan or plans in accordance with the in principle monitoring plan for written approval by the MMO in consultation with the relevant statutory nature conservation body, which must contain details of proposed monitoring and surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report.

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

(3) The baseline report proposals submitted under sub-paragraph (1) must ensure that the outcome of the agreed surveys, together with existing data and reports, are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(4) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed in writing with the MMO, include, but not be limited to, the need to undertake—

(a) a survey to determine the location, extent and composition of any habitats of principal importance, Annex 1 subtidal habitat, or habitat with suitability for sandeel or surficial deposits of glacial till in the parts of the Order limits in which it is proposed to carry out construction works;

(b) a swath-bathymetry survey to IHO Order 1a standard that meets the requirements of MGN654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works including an appropriate buffer around the location of each work;

(c) undertake any monitoring required by the SIP submitted in accordance with condition 16; and

(d) undertake or contribute to any marine mammal monitoring referred to in the marine mammal mitigation protocol submitted in accordance with condition 15(1)(g).

(5) The undertaker must carry out the surveys specified within the monitoring plan or plans in accordance with that plan or plans, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

(6) When any surveys are carried out in accordance with sub-paragraph (5) a survey report must be submitted to the MMO following completion of the relevant survey. Any report submitted under this sub-paragraph must be submitted prior to the commencement of licensed activities for the relevant stage.

Construction monitoring and surveys

21.—(1) The undertaker must, in discharging condition 15(1)(b), for each phase of construction submit details (which accord with the in principle monitoring plan) for approval in writing by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring and surveys, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

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

(3) The undertaker must carry out the surveys approved under sub-paragraph (1), including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

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

(5) The undertaker must carry out the surveys specified in the construction monitoring plan in accordance with that plan, including any further noise monitoring required in writing by the MMO under sub-paragraph (4), unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

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

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

Post-construction monitoring and surveys

22.—(1) The undertaker must, in discharging condition 15(1)(b), submit details (which accord with the in principle monitoring plan) for approval in writing by the MMO in consultation with relevant statutory nature conservation bodies of proposed post-construction monitoring and surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results.

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

(3) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed in writing with the MMO, have due regard to, but not be limited to, the need to—

(a) undertake a survey to determine any change in the location, extent and composition of any habitats of principal importance, Annex 1 subtidal habitat, or habitat with suitability for sandeel or surficial deposits of glacial till identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey and the construction benthic surveys;

(b) undertake, within 12 months of completion of the licensed activities, a full sea floor coverage swath-bathymetry survey to IHO Order 1a standard that meets the requirements of MGN654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables (including fibre optic cables) have been buried or protected;

(c) undertake any monitoring required by the SIP submitted in accordance with condition 16;

(d) undertake post-construction vessel traffic monitoring in accordance with the outline vessel traffic monitoring plan by automatic identification system for a duration of three consecutive years following the completion of construction of the authorised project, unless otherwise agreed in writing by the MMO, with provision for a report to be submitted annually to the MMO, Trinity House and the MCA; and

(e) undertake any marine mammal monitoring referred to in the marine mammal mitigation protocol submitted in accordance with condition 15(1)(g).

(4) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(5) In the event that the reports provided to the MMO under sub-paragraph (4) identify a need for additional monitoring, the requirement for any additional monitoring will be agreed with the MMO in writing and implemented as agreed.

Reporting of scour and cable protection

23.—(1) No more than four months following completion of the construction of the authorised scheme, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection and scour protection used for the authorised scheme.

(2) The report must include the following information—

(a) the location of cable protection and scour protection;

(b) the volume of cable protection and scour protection; and

(c) any other information relating to the cable protection and scour protection as agreed between the MMO and the undertaker.

(3) Where any cable protection or scour protection is replenished following completion of construction the undertaker must submit an updated report in accordance with sub-paragraph (2) in

writing to the MMO and the relevant statutory nature conservation bodies no more than four months following completion of the relevant replenishment being deposited.

Completion of construction

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

(a) the final number of installed wind turbine generators;

(b) the installed wind turbine generator parameters;

(c) as built plans;

(d) latitude and longitude coordinates of the centre point of the location for each wind turbine generator and offshore accommodation platform, provided as Geographical Information System data referenced to WGS84 datum; and

(e) latitude and longitude coordinates of the array cables, provided as Geographical Information System data referenced to WGS84 datum.

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

Collaboration

25.—(1) Prior to submission of plans and documentation required to be submitted to the MMO for approval in accordance with conditions 16 and 17, the undertaker must provide a copy of the relevant plans and documentation to DBSEL to enable DBSEL to provide any comments on the plans and documentation to the undertaker.

(2) The plans and documentation submitted to the MMO for approval in accordance with conditions 16 and 17 must be accompanied by any comments received by the undertaker from DBSEL in accordance with sub-paragraph (1) or a statement from the undertaker confirming that no such comments were received.

Reporting of impact pile driving

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

(a) no less than six months prior to the commencement of each phase of construction of the licensed activities, information on the expected location, start and end dates of impact pile driving to satisfy the Marine Noise Registry's Forward Look requirements:

(b) within two weeks after commencement of each phase of construction of the licensed activities, information on the location, start and end dates of impact pile driving to satisfy the Marine Noise Registry's Forward Look requirements; and

(c) at six-month intervals following the commencement of pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry's Close Out requirements by 7 April for winter season October to March inclusive and 7 October for summer season April to September inclusive or within 12 weeks of completion of impact pile driving whichever is earlier.

(2) The undertaker must notify the MMO in writing of the successful submission of Forward Look or Close Out data pursuant to paragraph (1) above within seven days of the submission.

(3) For the purpose of this condition, "Forward Look" and "Close Out" mean the requirements as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) as amended, updated, or superseded from time to time.

Maintenance reporting

27.—(1) An annual maintenance report must be submitted to the MMO in writing within one month following the first anniversary of the date of commencement of operations, and every year thereafter until the permanent cessation of operation.

(2) The report must provide a record of the licensed activities undertaken as set out in condition 7 during the preceding year, the timing of activities and methodologies used.

(3) Every fifth year, the undertaker must submit to the MMO in writing, within one month of that date, a consolidated maintenance report, which will—

(a) include a review of licensed activities undertaken during the preceding five years with reference to the reports submitted in accordance with condition 27 (1) of this licence.

(b) reconfirm the applicability of the methodologies and frequencies of the licensable activities permitted by this licence for the remaining duration of this licence.

Sediment Sampling

28.—(1) The undertaker must submit a sample plan request in writing to the MMO for written approval of a sample plan.

(2) The sample plan request must be made—

(a) for capital dredging, at least six months prior to the commencement of any capital dredging; or

(b) for maintenance dredging, at least six months prior to the end of every third year from the date of the previous sediment sample analysis.

(3) The sample plan request must include details of—

(a) the volume of material to be dredged;

(b) the location of the area to be dredged;

(c) details of the material type proposed for dredging;

(d) the type and dredging methodology (including whether it is a capital or maintenance dredge, depth of material to be dredged and proposed programme for the dredging activities); and

(e) the location and depth of any supporting samples.

(4) Unless otherwise agreed by the MMO, the undertaker must undertake the sampling in accordance with the approved sample plan.

Ornithological monitoring

29.—(1) The licensed activities or any phase of those activities must not commence until an ornithological monitoring plan setting out the circumstances in which ornithological monitoring will be required and the monitoring to be carried out in such circumstances has been submitted to and approved in writing by the MMO, in consultation with the relevant statutory nature conservation body.

(2) The ornithological monitoring plan must be submitted in writing to the MMO no later than six months prior to the first pre-construction survey.

(3) The undertaker must carry out any monitoring agreed under sub-paragraph (1) and provide the agreed reports to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation body.

[Noise restriction

30.—(1) No piling activity can commence within Work Nos. 1B and 4B during the herring spawning season until a herring spawning piling restriction plan (in accordance with the herring

spawning plan) is submitted to and approved in writing by the MMO, in consultation with the relevant statutory nature conservation body.

(2) The herring spawning piling restriction plan must be submitted to the MMO no later than six months prior to the commencement of the relevant activities unless otherwise agreed in writing by the MMO.

(3) The herring spawning piling restriction plan must present updated underwater noise modelling, which must be based on final project parameters to be used to install piles and must include details of any mitigation measures to be employed.

(4) If the updated underwater noise modelling referred to in sub-paragraph (3) above demonstrates that noise levels above 135 decibel from any piling area within Work Nos. 1B and/or 4B will impact the area shoreward of the Herring Spawning Noise Restriction Boundary during the herring spawning season then any piles located within that piling area must not be installed during the herring spawning season without written approval from the MMO.

(5) Any piling activity within Work Nos. 1B and 4B during the herring spawning season must be undertaken in accordance with the approved herring spawning piling restriction plan approved under sub-paragraph (1) or in accordance with any approval given by the MMO under sub-paragraph (4) above.

(6) In this condition—

"Herring Spawning Noise Restriction Boundary" means the boundary indicated by the red line on the herring spawning plan, with the restricted area being the area shoreward of this boundary

"herring spawning plan" means the document certified by the Secretary of State as the herring spawning plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified)

"herring spawning season" means 1 August to 31 October inclusive or such other period as agreed in writing with the MMO;

"piling area" means any area within Work Nos. 1B and/or 4B within which one or more piled foundations is proposed to be installed.]

SCHEDULE 12

Article 35

Deemed Marine Licence 3: DBS East Project Offshore Transmission – Work Nos. 2A, 3A, 7A and 8A

PART 1

Licensed marine activities

Interpretation

1.—(1) In this deemed marine licence—

"the 2004 Act" means the Energy Act 2004;

"the 2008 Act" means the Planning Act 2008;

"the 2009 Act" means the Marine and Coastal Access Act 2009;

"the 2017 Regulations" means the Conservation of Offshore Marine Habitats and Species Regulations 2017;

"Annex I subtidal habitat" means a subtidal habitat of a type listed in Annex I to Council Directive 92/43/EEC on the conservation of natural habitats and of wild fauna and flora;

"array cable" means a cable linking the wind turbine generators to each other and to the offshore converter platforms;

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

“authorised scheme” means Work No. 2A, 3A, 7A and 8A and the further associated development described in paragraph 3 of Part 1 of this deemed marine licence or any part of that work or development;

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

“cable” means any offshore cable and includes direct-lay cables and cables laid in cable ducts and further includes fibre optic and other communications cables either within the cable or laid alongside;

“cable crossing” means the crossing of existing subsea cables and pipelines by the array, inter-platform or export cables authorised by the Order and forming part of the authorised scheme together with physical protection measures including cable protection;

“cable protection” means measures to protect cables forming part of the authorised scheme from physical damage and exposure due to loss of seabed sediment including, but not limited to, rock placement, concrete mattresses with or without frond devices, protective aprons or coverings, bagged solutions filled with sand, rock, grout or other materials and protective shells;

“cable statement” means the document certified by the Secretary of State as the cable statement for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“commence” means the first carrying out of any licensed marine activities authorised by this deemed marine licence, save for pre-construction monitoring surveys approved under this deemed marine licence, and “commenced” and “commencement” must be construed accordingly;

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

“DBS East” means the Dogger Bank South East Offshore Wind Farm;

“DBS East Project” means the DBS East Project offshore works and the DBS East Project onshore works;

“DBS East Project offshore works” means Work Nos. 1A to 8A and any other authorised development associated with those works;

“DBS East Project onshore works” means Work Nos. 9A to 34A and any other authorised development associated with those works;

“DBS West offshore works” means Work Nos. 1B to 8B and any authorised development associated with those works;

“DBS West Project” means the DBS West Project onshore works and the DBS West Project offshore works;

“DBS West Project onshore works” means Work Nos. 9B to 34B and any other authorised development associated with those works;

“DBSWL” means RWE Renewables UK Dogger Bank South (West) Limited, company number 13656525, whose registered office is Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, England, SN5 6PB;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands, B75 7RL and any successor body to its functions;

“disposal ground 1 (DBS East)” means the site to be used for disposal of inert material of natural origin produced during construction drilling and seabed preparation for foundation works and cable sandwave clearance for the DBS East Project offshore works as shown on the Disposal Site Plan and with MMO disposal site reference DG036;

“disposal ground 3 (Export Cable)” means the site to be used for disposal of inert material of natural origin produced during construction drilling and seabed preparation for foundation

works and cable sandwave clearance for the DBS East Project offshore works as shown on the Disposal Site Plan as "Dogger Bank South Cable A" (MMO disposal site reference DG033) and "Dogger Bank South Cable B" (MMO disposal site reference DG034);

"Disposal Site Plan" means the plan certified by the Secretary of State as the Disposal Site Plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"Dogger Bank SAC" means the site designated as the Dogger Bank Special Area of Conservation;

"Dropped Object Procedure Form" means the MMO notification proforma with reference MLDIR1 for reporting the loss or dumping of synthetic materials and other refuse at sea or any other format advised in writing by the MMO;

"environmental statement" means the document certified by the Secretary of State as the environmental statement for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"habitats of principal importance" "means a habitat designated as being of principal importance in accordance with section 41 (biodiversity lists and action (England)) of the Natural Environment and Rural Communities Act 2006;

"HAT" means highest astronomical tide;

"HVAC" means high voltage alternating current;

"in principle monitoring plan" means the document certified by the Secretary of State as the in principle monitoring plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation" means the document certified by the Secretary of State as the in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"inter-platform cable" means a cable linking the offshore converter platforms;

"intrusive activities" means activities including anchoring of vessels, jacking up of vessels, and temporary wet storage areas;

"jacket foundation" means a lattice type structure constructed of steel which is fixed to the seabed at 3 or more points with steel pin piles and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms;

"JNCC Guidance" means the statutory nature conservation body 'Guidance for assessing the significance of noise disturbance against Conservation Objectives of harbour porpoise SACs' Joint Nature Conservation Committee Report No.654, May 2020 published in June 2020 as amended, updated or superseded from time to time;

"LAT" means lowest astronomical tide;

"maintain" includes inspect, upkeep, repair, adjust, alter, remove, reconstruct and replace (including replenishment of cable protection), but does not include the removal, reconstruction or replacement of foundations associated with the authorised scheme, to the extent assessed in the environmental statement; and "maintenance" must be construed accordingly;

"Marine Management Organisation" means the body created under the 2009 Act which is responsible for the regulation of this deemed marine licence or any successor of that function and "MMO" shall be construed accordingly;

"Marine Noise Registry" means the database developed and maintained by JNCC on behalf of Defra to record the spatial and temporal distribution of impulsive noise generating activities in UK seas;

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

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

“MHWS” or “mean high water springs” means the average throughout the year of two successive high waters during a 24-hour period in each month when the range of the tide is at its greatest (Spring tides);

“MLWS” or “mean low water springs” means the lowest level that spring tides reach on average over a period of time;

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

“offshore converter platform” means an offshore converter platform with equipment to convert the HVAC power generated at the wind turbine generators into HVDC power, being a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and open with modular equipment or fully clad and may include a helicopter platform, containing electrical equipment required to switch, transform, convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation, including but not limited to high voltage power transformers, high voltage switchgear and busbars, substation auxiliary systems and low voltage distribution, instrumentation, metering equipment and control systems, standby generators, shunt reactors, auxiliary and uninterruptible power supply systems, facilities to support operations and maintenance;

“offshore order limits and grid coordinates plan” means the plan certified by the Secretary of State as the offshore order limits and grid coordinates plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“Order” means The Dogger Bank South East and West Offshore Wind Farms Order 20[ ];

“Order limits” means the limits shown on the offshore order limits and grid coordinates plans within which the authorised scheme may be carried out and the grid coordinates for Work Nos. 2A, 3A, 5A, 7A and 8A are set out in paragraph 5 of Part 1 of this deemed marine licence;

“outline fisheries liaison and co-existence plan” means the document certified by the Secretary of State as the outline fisheries liaison and co-existence plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“outline marine mammal mitigation protocol” means the document certified by the Secretary of State as the outline marine mammal mitigation protocol for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“outline offshore operations and maintenance plan” means the document certified by the Secretary of State as the outline offshore operations and maintenance plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“outline project environmental management plan” means the document certified by the Secretary of State as the outline project environmental management plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“outline scour protection plan” means the document certified by the Secretary of State as the outline scour protection plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified) ;

“outline vessel traffic monitoring plan” means the document certified by the Secretary of State as the outline vessel traffic monitoring plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline written scheme of investigation (offshore)" means the document certified by the Secretary of State as the outline written scheme of investigation (offshore) for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"scour protection" means measures to prevent loss of seabed sediment around any structure placed in or on the seabed including by the use of bagged solutions, filled with grout or other materials, protective aprons, mattresses with or without frond devices, flow energy dissipation devices and rock and gravel placement;

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

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

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

"Trinity House" means the Corporation of Trinity House of Deptford Strond;

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

"undertaker" means DBSEL;

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

"VHF" means very high frequency;

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

"works plans" means the works plans (offshore) and the works plans (onshore);

"works plans (offshore)" means the plans certified by the Secretary of State as the works plans (offshore) for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified); and

"works plans (onshore)" means the plans certified by the Secretary of State as the works plans (onshore) for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified).

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

(3) In this deemed marine licence, unless otherwise indicated—

(a) all times are Greenwich Mean Time ("GMT");

(b) all coordinates are latitude and longitude degrees and minutes to two decimal places.

(4) Unless otherwise stated or agreed with the MMO, all submissions, notifications and communications must be sent by the undertaker to the MMO using MCMS. Except where

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(**a**) S.I. 2017/1012
(**b**) S.I. 2017/1013

otherwise notified in writing by the relevant organisation, the addresses for correspondence for the purposes of this deemed marine licence are—

(a) Historic England
37 Tanner Road
York
YO1 6WP

(b) Marine Management Organisation
Marine Licensing Team
Lancaster House
Hampshire Court
Newcastle upon Tyne
NE4 7YH
Tel: 0300 123 1032

(c) Marine Management Organisation (local office)
Room 13, Ground Flood
Crosskill House
Mill Lane
Beverley
HU17 9JB
Tel: 0208 026 0519

(d) Maritime and Coastguard Agency
UK Technical Services Navigation
Spring Place
105 Commercial Road
Southampton
SO15 1EG
Tel: 020 3817 2433
Email: navigationsafety@mcga.gov.uk

(e) Natural England
4th Floor
Foss House
1-2 Peasholme Green
York
YO1 7PX
Tel: 0300 060 4911

(f) Trinity House
Tower Hill
London
EC3N 4DH
Tel: 020 7481 6900

(g) United Kingdom Hydrographic Office
Admiralty Way
Taunton

Somerset

TA1 2DN

Tel: 01823 337 900

(5) Unless otherwise advised in writing by the MMO, the address for electronic communication with the MMO for the purposes of this licence is marine.consents@marinemanagement.org.uk, or where contact to the Local Office of the MMO is required, beverley@marinemanagement.org.uk.

Details of licensed marine activities

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

(a) the deposit at sea within the Order limits seaward of MHWS of the substances and objects specified in paragraph 4 below and, when combined with the disposal authorised within disposal ground 1 (DBS East) by the deemed marine licences granted under Schedules 10, 14 and 14A of the Order, of up to 4,242,327 cubic metres (being a maximum, not an approximate upper figure) of inert material of natural origin produced during construction drilling or seabed preparation for foundation works, cable works and boulder clearance works at disposal site references to be provided to the MMO within disposal ground 1 (DBS East) and any other disposal sites approved in writing by the MMO;

(b) the deposit at sea within the Order limits seaward of MHWS of the substances and objects specified in paragraph 4 below and, when combined with the disposal authorised within disposal ground 3 (Export Cable) by the deemed marine licence granted under Schedule 13 of the Order, of up to 26,025,965 cubic metres (being a maximum, not an approximate upper figure) of inert material of natural origin produced during construction drilling or seabed preparation for cable works and boulder clearance works at disposal site references to be provided to the MMO within disposal ground 3 (Export Cable);

(c) the construction of works in or over the sea or on or under the sea bed;

(d) dredging for the purposes of seabed preparation for foundation works or cable works;

(e) the removal of sediment samples for the purposes of informing environmental monitoring under this deemed marine licence during pre-construction, construction and operation;

(f) boulder clearance works by displacement ploughing or subsea grab technique or any other comparable method;

(g) removal of static fishing equipment; and

(h) site preparation works.

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

Work No. 2A—

(a) (a) up to one offshore converter platform fixed to the seabed by jacket or monopile foundations within the area shown on the works plans;

(b) (b) a network of subsea inter-platform cabling within the area shown on the works plans, including cable crossings and cable protection;

Work No. 3A—

(a) up to two HVDC subsea export cables between Work Nos. 2A and 8A along routes within the area shown on the works plans including cable crossings and cable protection;

(b) up to two cables for the transmission of fibre optic communications laid between Work Nos. 2A and 8A consisting of cables along routes within the area shown on the works plans including cable crossings and cable protection;

(c) up to three temporary pits for trenchless cable installation at landfall seaward of MLWS and up to three additional temporary pits for trenchless cable installation at landfall seaward of MLWS for the DBS West Project within the area shown on the works plans;

(d) installation of up to three landfall cable ducts (if required) and up to three additional landfall cable ducts (if required) for the DBS West Project within the area shown on the works plans;

Work No. 6A—

Not used;

Work No. 7A—

A temporary work area associated with Work Nos. 1A to 5A for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1A to 7A;

In connection with such Work Nos. 2A, 3A and 7A and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence, including—

(a) scour protection around the foundations of the offshore structures;

(b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;

(c) the removal of material from the seabed required for the construction of Work Nos. 2A, 3A and 5A and the disposal of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works, cable installation preparation such as sandwave clearance, boulder clearance and pre-trenching and excavation of trenchless crossing exit pits;

(d) removal of static fishing equipment;

(e) temporary landing places, moorings or other means of accommodating vessels in the construction or maintenance of the authorised scheme;

(f) disposal of drill arisings in connection with any foundation drilling up to a total of 704 cubic metres;

(g) creation and use of temporary laydown areas, use of cable lay vessel anchors;

(h) lighting.

Work No. 8A—

(a) Installation of up to two HVDC subsea export cables and up to two cables for the transmission of fibre optic communications within up to three landfall cable ducts (if required) between Work No. 3A and Work No. 12A and up to three landfall cable ducts (if required) for the DBS West Project between Work No. 3B and Work No. 12B;

(b) trenchless cable installation;

(c) temporary construction working areas for emergency works; and

(d) vessel anchoring for emergency works.

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

(a) iron, steel, copper and aluminium;

(b) stone and rock;

(c) concrete and grout;

(d) sand and gravel;

(e) cement bound sand;

(f) natural soils;

(g) plastic and synthetic material;

(h) drilling fluid;

(i) material extracted from within the Order limits during construction drilling or seabed preparation for foundation works and cable installation preparation works;

(j) weights used for the calibration of vessels, consisting of a hessian sack, metal shackles or chains; and

(k) marine coatings, other chemicals and timber.

5. The grid coordinates for that part of the authorised scheme comprising Work Nos. 2A, 3A, 7A and 8A are specified below—

Point ID	*Latitude (DMS)*	*Longitude (DMS)*
1	53° 59.6364’ N	0° 12.40874’ W
2	53° 59.82784’ N	0° 11.50751’ W
3	53° 59.84021’ N	0° 9.78718’ W
4	54° 0.1033’ N	0° 8.05888’ W
5	54° 0.45563’ N	0° 6.57895’ W
6	54° 1.88431’ N	0° 3.05262’ W
7	54° 3.14098’ N	0° 0.70959’ E
8	54° 3.77637’ N	0° 2.53092’ E
9	54° 4.14562’ N	0° 3.45918’ E
10	54° 4.27659’ N	0° 4.42011’ E
11	54° 4.31082’ N	0° 5.04613’ E
12	54° 8.77722’ N	0° 14.26259’ E
13	54° 16.03855’ N	0° 31.60943’ E
14	54° 16.33488’ N	0° 32.15475’ E
15	54° 18.43135’ N	0° 36.31356’ E
16	54° 19.52715’ N	0° 37.41854’ E
17	54° 25.52646’ N	0° 46.47839’ E
18	54° 29.17866’ N	0° 55.21543’ E
19	54° 29.23775’ N	0° 55.41054’ E
20	54° 29.26306’ N	0° 55.54642’ E
21	54° 29.26308’ N	0° 55.68909’ E
22	54° 28.99427’ N	0° 58.64713’ E
23	54° 28.93459’ N	0° 59.30204’ E
24	54° 28.40177’ N	1° 9.1699’ E
25	54° 27.31636’ N	1° 25.25919’ E
26	54° 27.07325’ N	1° 27.08349’ E
27	54° 27.43831’ N	1° 30.69383’ E
28	54° 28.83322’ N	1° 42.21898’ E
29	54° 29.62572’ N	1° 43.27968’ E
30	54° 29.97807’ N	1° 44.94092’ E
31	54° 30.11639’ N	1° 45.61608’ E
32	54° 31.15408’ N	1° 44.71761’ E
33	54° 31.46655’ N	1° 44.62625’ E
34	54° 31.75489’ N	1° 44.85252’ E
35	54° 34.18354’ N	1° 48.56875’ E
36	54° 34.30904’ N	1° 48.85301’ E
37	54° 34.36288’ N	1° 49.19779’ E
38	54° 34.74598’ N	1° 58.90264’ E
39	54° 34.77086’ N	1° 59.72884’ E
40	54° 34.67215’ N	2° 0.18106’ E
41	54° 34.47546’ N	2° 0.46972’ E
42	54° 24.47523’ N	2° 8.98399’ E

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43	54° 24.09368’ N	2° 8.92387’ E
44	54° 23.82918’ N	2° 8.43359’ E
45	54° 21.08378’ N	1° 54.2778’ E
46	54° 21.0601’ N	1° 53.90188’ E
47	54° 21.14588’ N	1° 53.48645’ E
48	54° 21.33732’ N	1° 53.18358’ E
49	54° 29.14527’ N	1° 46.45614’ E
50	54° 28.72479’ N	1° 44.40444’ E
51	54° 27.92907’ N	1° 43.36372’ E
52	54° 27.84264’ N	1° 43.13336’ E
53	54° 26.37912’ N	1° 31.04218’ E
54	54° 25.97903’ N	1° 27.06027’ E
55	54° 26.25093’ N	1° 24.96288’ E
56	54° 27.32951’ N	1° 8.97414’ E
57	54° 27.86406’ N	0° 59.07512’ E
58	54° 28.15029’ N	0° 55.92687’ E
59	54° 24.70977’ N	0° 47.69726’ E
60	54° 18.87875’ N	0° 38.89895’ E
61	54° 17.72124’ N	0° 37.72511’ E
62	54° 15.53155’ N	0° 33.38368’ E
63	54° 15.19324’ N	0° 32.75337’ E
64	54° 13.67671’ N	0° 29.11575’ E
65	54° 12.45423’ N	0° 27.88505’ E
66	54° 12.33295’ N	0° 27.60465’ E
67	54° 11.97431’ N	0° 25.0371’ E
68	54° 7.92055’ N	0° 15.37852’ E
69	54° 3.30272’ N	0° 5.84501’ E
70	54° 3.26167’ N	0° 5.6635’ E
71	54° 3.21017’ N	0° 4.70318’ E
72	54° 3.15199’ N	0° 4.23063’ E
73	54° 2.86151’ N	0° 3.50109’ E
74	54° 2.20927’ N	0° 1.63117’ E
75	54° 0.96981’ N	0° 2.08082’ W
76	53° 59.50126’ N	0° 5.71047’ W
77	53° 58.98868’ N	0° 7.85689’ W
78	53° 58.69884’ N	0° 8.79203’ W
79	53° 58.4388’ N	0° 9.96246’ W
80	53° 58.38876’ N	0° 11.76128’ W

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

7. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this deemed marine licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence apply only to a transfer not falling within article 5 (benefit of order) of the Order.

8.—(1) With respect to any condition which requires the licensed activities be carried out in accordance with the details, plans or schemes approved under this deemed marine licence, the approved details, plans or schemes are taken to include any amendments that may subsequently be approved in writing by the MMO.

(2) Any amendments to or variations from the approved details, plans or schemes must be in accordance with the principles and assessments set out in the environmental statement and approval of an amendment or variation may only be given where it has been demonstrated to the satisfaction of the MMO that it is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

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

PART 2

Conditions

Design parameters

Offshore converter platform dimensions

1.—(1) The total number of offshore converter platforms in respect of the authorised scheme must not exceed one.

(2) The dimensions of any offshore converter platform (excluding helidecks, lightning protection, towers, masts and cranes) must not exceed—

(a) 125 metres in length;

(b) 100 metres in width; or

(c) 105 metres in height above LAT.

Offshore converter platform foundations

2.—(1) Offshore converter platform foundations must be of one or more of the following foundation options: piled monopile or piled jacket foundation.

(2) The pile diameter of any offshore converter platform piled monopile foundation must not exceed 15 metres.

(3) Any offshore converter platform piled jacket foundation must not—

(a) have more than eight legs;

(b) have more than eight piles; or

(c) have a pile diameter exceeding 3.8 metres.

(4) Any offshore converter platform foundation must not—

(a) have a seabed footprint (including scour protection) exceeding 5,411 square metres; or

(b) have a seabed footprint (excluding scour protection) exceeding 177 square metres.

(5) Within Work No. 2A, the offshore converter platform foundations must not have—

(a) A total combined seabed footprint (including scour protection) exceeding 5,411 square metres; or

(b) a total combined amount of scour protection exceeding 5,234 square metres.

(6) The total volume of scour protection for offshore converter platforms in respect of the authorised scheme must not exceed 9,450 cubic metres.

Cables and cable protection

3.—(1) Within Work Nos. 3A, the offshore export cables must not, in total—

(a) exceed 2 in number;

(b) exceed 376 kilometres in length;

(c) exceed 12 cable crossings;

(d) have cable protection (including cable crossings) exceeding 576,021 square metres in area; or

(e) have cable protection (including cable crossings) exceeding 522,615 cubic metres in volume.

(2) The offshore export cables within Work No. 3A which fall within the Dogger Bank Special Area of Conservation must not have cable protection exceeding 10% of the length of such cables, when combined with the offshore export cables, array cables and inter-platform cables authorised by the deemed marine licences granted under Schedules 10, 11 and 13 - 14A of the Order.

(3) Within the area between MHWS and 350 metres seaward of MLWS, all offshore export cables must be buried, and must not have cable protection.

(4) The offshore export cables within the area between 350 metres seaward of MLWS and the 10 metre depth contour as measured against LAT (as at the date of commencement of construction of the licensed activities) must not have cable protection exceeding 10% of the length of such cables, when combined with the offshore export cables authorised by the deemed marine licence granted under Schedule 13 of the Order.

(5) Within Work Nos. 2A the inter-platform cables must not, in total—

(a) exceed 1 in number;

(b) exceed 23 kilometres in length;

(c) exceed 1 cable crossings;

(d) have cable protection (including cable crossings) exceeding 43,203 square metres in area; or

(e) have cable protection (including cable crossings) exceeding 39,207 cubic metres in volume.

Phases of authorised scheme

4.—(1) The authorised scheme must not commence until an offshore works phasing scheme setting out the phases of construction of the authorised scheme has been submitted to and approved in writing by the MMO.

(2) The authorised scheme must be submitted at least 6 months prior to the proposed commencement of the works.

(3) Any subsequent amendments to the offshore works phasing scheme submitted for approval under sub-paragraph (1) must be submitted to the MMO for approval in writing.

(4) The offshore works phasing scheme submitted for approval under sub-paragraph (1) must be implemented as approved. The approved details shall be taken to include any amendment that may subsequently be approved by the MMO in accordance with sub-paragraph (3).

Maintenance of the authorised scheme

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

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

(a) Routine maintenance of wind turbine generators, offshore converter platforms, and their respective foundations;

(b) Major offshore converter platform replacement;

(c) Painting and applying other coatings to offshore converter platforms;

(d) Bird waste and marine growth removal;

(e) Surveys/inspections of cables;

(f) Cable remedial burial;

(g) Cable protection replenishment;

(h) Cable repairs and replacement;

(i) Access ladder and boat landing replacement;

(j) Offshore converter platform anode replacement; and

(k) J-tube repair/replacement.

(3) Operation of the licensed activities must not commence until an offshore operations and maintenance plan substantially in accordance with the outline offshore operations and maintenance plan has been submitted to and approved in writing by the MMO. The operations and maintenance plan must include, but is not limited to—

(a) a list of maintenance activities within the marine environment that are planned for the lifetime of the licensed activities;

(b) details of the typical construction plant, machinery and personnel requirements for each maintenance activity and any requirements for detailed method statements;

(c) details of the typical frequency and timing of each maintenance activity; and

(d) details of controls and mitigation that will be in place in order to protect the marine environment.

(4) The offshore operations and maintenance plan must be reviewed every three years commencing from the date on which the plan was approved, unless otherwise agreed by the MMO, to ensure the details of the maintenance activities remain accurate. The conclusions of that review must be submitted to and approved by the MMO in writing.

(5) The offshore operations and maintenance plan must be implemented as approved by the MMO.

(6) Unless otherwise agreed in writing with the MMO, the undertaker must submit—

(a) the first offshore operations and maintenance plan at least 6 months prior to the operation of the licensed activities;

(b) any revised offshore operations and maintenance plan submitted in accordance with sub-paragraph (4) at least 6 months before such revised plan is required to be put in place; and

(c) where additional maintenance activities are identified that are not included in the approved offshore operations and maintenance plan, or any revised plan approved in accordance with sub-paragraph (4), an updated offshore operations and maintenance plan including the additional maintenance activities must be submitted to and approved by the MMO in writing as soon as possible after the need for such additional maintenance activities is identified.

Extension of time periods

6. Any time period given in this deemed marine licence to either the undertaker or the MMO may be extended with the agreement of the other party in writing, such agreement not to be unreasonably withheld or delayed.

Notifications and inspections

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

(a) a copy of this deemed marine licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—

(i) all agents and contractors notified to the MMO in accordance with condition 17;

(ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 17; and

(b) the undertaker must confirm in writing to the MMO within 28 days of a copy of this deemed marine licence and any subsequent amendments or revisions to it being provided

to the persons listed in sub-paragraph (1)(a) that the required information has been provided.

(2) Only those persons and vessels notified to the MMO in accordance with condition 17 are permitted to carry out the licensed activities.

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

(a) the undertaker's registered address;

(b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and

(c) on board each vessel and at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

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

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

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

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

(a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data;

(b) as soon as reasonably practicable and no later than 24 hours of completion of the DBS East Project offshore works,

and confirmation of notification must be provided to the MMO within five days.

(8) The undertaker must ensure that a local notification to mariners is issued at least 14 days prior to the commencement of the authorised scheme or any part thereof advising of the start date of each of Work Nos. 2A, 3A, 7A and 8A and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) The undertaker must ensure that local notifications to mariners are updated and reissued at weekly intervals during construction activities and at least five days before any planned operations (unless otherwise agreed in writing by the MMO) and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction programme and monitoring plan approved under condition 13(1)(b). Copies of all notices must be provided to the MMO, UKHO and the MCA within five days.

(10) The undertaker must notify UKHO and the MCA of the commencement (within ten days), progress and completion of construction (within ten days) of the licensed activities in order that all necessary amendments to nautical and aeronautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days of the notification.

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

(12) In case of the exposure of cables on or above the seabed, the undertaker must within three days following identification of a potential cable exposure, notify mariners and inform the

Kingfisher Information Service of Seafish of the location and extent of exposure. Copies of all notices must be provided to the MMO, MCA, Trinity House, and UKHO within five days.

(13) The undertaker must notify the MMO in writing a minimum of five days in advance of the commencement of each discrete incident of cable repair, replacement, or protection replenishment activity. Such a notification must include proposed timings and a description of proposed methodologies.

(14) The undertaker must ensure that the MMO, the MMO Local Office, local mariners, local fishermen's organisations and the Source Data Receipt Team at the UK Hydrographic Office, Taunton, Somerset, TA1 2DN (sdr@ukho.gov.uk) are notified within five days of completion of each instance of cable repair, replacement or protection replenishment activity.

Aids to navigation

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

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

(a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;

(b) notice within 24 hours of any aids to navigation being established by the undertaker; and

(c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation in accordance with the frequencies set out in the aids to navigation management plan agreed pursuant to condition 13(1)(f) using the reporting system provided by Trinity House.

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

(5) In the event that the provisions of condition 7(11) or condition 7(12) are invoked, the undertaker must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

Colouring of Structures

9.—(1) Except as otherwise required by Trinity House the undertaker must colour all structures forming part of the authorised scheme yellow (colour code RAL 1023) from at least HAT to a height directed by Trinity House or must colour the structure as directed by Trinity House in writing from time to time.

(2) Subject to sub-paragraph (1) above, unless the MMO otherwise directs in writing, the undertaker must paint the remainder of the structures submarine grey (colour code RAL 7035).

Aviation safety

10.—(1) The undertaker must exhibit such lights, with such shape, colour and character as are required in writing by the Air Navigation Order 2016(**a**) and determined necessary for aviation

(**a**) S.I. 2016/765.

safety in consultation with the Defence Infrastructure Organisation Safeguarding and as directed by the Civil Aviation Authority.

(2) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, the Civil Aviation Authority and the MMO, as soon as reasonably practicable and at least 14 days prior to the commencement of the authorised scheme, in writing of the following information—

(a) the date of the commencement of construction of the authorised scheme;

(b) the date any wind turbine generators are to be installed;

(c) the maximum height of any construction equipment or vessels to be used;

(d) the maximum height of each wind turbine generator to be constructed;

(e) the latitude and longitude of each wind turbine generator to be constructed;

and the Defence Infrastructure Organisation Safeguarding and the Civil Aviation Authority must be notified of any changes to the information supplied under this paragraph and of the completion of the construction of the authorised scheme. Copies of notifications must be provided to the MMO within 5 days.

Chemicals, drilling and debris

11.—(1) The undertaker must ensure that any coatings and treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by the Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

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

(3) The undertaker must inform the MMO in writing of the location and quantities of material disposed of each month under this deemed marine licence by submission of a disposal return by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive and must provide a null return if no activity has taken place during the reporting period.

(4) The undertaker must ensure that only inert material of natural origin, produced during pre-sweeping sandwave clearance where relevant, the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within the Order limits seaward of MHWS.

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

(6) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss in writing to the local enforcement office within 24 hours and if the MMO, in consultation with the MCA and Trinity House, reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must, in that event, demonstrate to the MMO that reasonable attempts have been made to locate, remove or move any such material.

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

(8) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 13(1)(d)(i).

(9) Debris or dropped objects which are considered a danger or hazard to navigation must be reported as soon as reasonably practicable but no later than six hours from the undertaker becoming aware of an incident, to the relevant HM Coastguard Maritime Rescue Co-ordination Centre by telephone (0344 382 0580), and the UK Hydrographic Office email: navwarnings@btconnect.com.

(10) All dropped objects including those in sub-paragraph (9) must be reported to the MMO using the Dropped Object Procedure Form (including any updated form as provided by the MMO) as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident, unless otherwise agreed in writing with the MMO.

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

Force majeure

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

Pre-construction plans and documentation

13.—(1) The licensed activities or any phase of those activities must not commence until the following (insofar as relevant to that activity or phase of activity) have been submitted to and approved in writing by the MMO, in consultation with Trinity House, the MCA, the relevant statutory nature conservation body and UKHO as appropriate—

(a) a layout plan setting out proposed details of the authorised scheme, including the:

(i) number, dimensions, specification, foundation type(s) and depth for each offshore converter platform;

(ii) the grid coordinates of the centre point of the proposed location for each wind turbine generator and offshore converter platform;

(iii) proposed layout of all cables;

(iv) location and specification of all other aspects of the authorised scheme; and

(v) any exclusion zones or micro-siting requirements identified pursuant to 13(1)(e)(iv) or relating to any habitats of principal importance, Annex 1 subtidal habitat or surficial deposits of glacial till identified as part of surveys undertaken in accordance with condition 18;

to ensure conformity with the description of Work Nos. 2A, 3A, 7A and 8A and compliance with conditions 1 to 3;

(b) a construction programme and monitoring plan (which accords with the in principle monitoring plan) which, save in respect information submitted pursuant to sub-paragraph (b)(iii)(aa), is to be submitted to the MMO at least six months prior to commencement of licensed activities and to include details of—

(i) the proposed construction start date;

(ii) proposed timings for mobilisation of plant, delivery of materials and installation works;

(iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction surveys and monitoring and related reporting in accordance with conditions 18, 19 and 20 to be submitted to the MMO in accordance with the following (unless otherwise agreed in writing with the MMO)—

(aa) at least six months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed pre-construction monitoring;

(bb) at least six months prior to construction, detail on construction monitoring; and

(cc) at least six months prior to commissioning, detail of post-construction (and operational) monitoring;

(iv) an indicative written construction programme for all offshore converter platforms and cables including fibre optic cables comprised in the works at Part 1 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above); and

(v) a monitoring plan setting out the circumstances in which monitoring will be required and the monitoring to be carried out in such circumstances;

(c) a construction method statement (in accordance with the cable statement), including details of—

(i) cable burial, specification, installation and monitoring to include—

(aa) the technical specification of cables below MHWS;

(bb) a detailed cable laying plan for the authorised scheme, incorporating a detailed burial risk assessment encompassing the identification of any cable protection that exceeds 5 percent of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5 percent of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or similar such assessment to ascertain suitable burial depths and cable laying techniques, including cable protection; and

(cc) proposals for monitoring cables including cable protection until the authorised scheme is decommissioned which includes a risk-based approach to the management of unburied or shallow buried cables;

(ii) a scour protection plan (in accordance with the outline scour protection plan) including details of scour protection and cable protection including details of the need, type, sources, quantity and installation methods for scour protection and cable protection, with details updated and resubmitted for approval if changes to it are proposed following cable laying operations;

(iii) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation and cable installation works and having regard to any mitigation scheme pursuant to sub-paragraph (1)(g);

(iv) advisory safe passing distances for vessels around the sites where the licensed activities are taking place;

(v) contractors;

(vi) vessels and vessel transit corridors;

(vii) associated ancillary works; and

(viii) guard vessels to be employed;

(d) a project environmental management plan (in accordance with the outline project environmental management plan) covering the period of construction and operation to include details of—

(i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents during construction and operation of the authorised scheme in relation to all activities carried out;

(ii) a chemical risk assessment, including information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance and standards;

(iii) waste management and disposal arrangements;

(iv) the appointment and responsibilities of a fisheries liaison officer;

(v) a fisheries liaison and coexistence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of

commencement of licensed activities pursuant to condition 4 and to address the interaction of the licensed activities with fishing activities;

(vi) a code of conduct for vessel operators to reduce risk of injury to mammals; and

(vii) procedures, which must be adopted within vessel transit corridors to minimise disturbance to red-throated diver during the period 1 November to 31 March (inclusive), which must be in accordance with the best practice protocol for minimising disturbance to red-throated diver;

(e) an archaeological written scheme of investigation in relation to the offshore Order limits seaward of MHWS, which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body to include—

(i) details of responsibilities of the undertaker, archaeological consultant and contractor;

(ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;

(iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;

(iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;

(v) monitoring of archaeological exclusion zones during and post construction;

(vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the Archaeological Data Service, by submitting an OASIS ('Online Access to the Index of archaeological investigations') form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO and Historic England that the OASIS form has been submitted to the Archaeological Data Service within two weeks of submission;

(vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and

(viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities;

(f) an aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, the MCA, the Civil Aviation Authority and UKHO specifying how the undertaker will ensure compliance with condition 8 from the commencement of construction of the authorised scheme to the completion of decommissioning;

(g) in the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol (in accordance with the outline marine mammal mitigation protocol), the intention of which is to prevent injury to marine mammals, following current best practice as advised by the relevant statutory nature conservation bodies and which must include details of noise reduction methods through project design (primary measures) and/or, deployment of noise mitigation systems or noise abatement systems (secondary measures) that will be utilised to manage sounds from those piling activities and such protocol must include full details and justification for the mitigation chosen or excluded for deployment;

(h) a navigation management plan to manage crew transfer vessels (including daughter craft) during the construction and operation of the authorised scheme;

(i) a final cable statement (in accordance with the cable statement); and

(j) a site specific chemical risk assessment, which must be submitted no later than ten weeks prior to use of the relevant chemical, for all chemicals (with the exception of chemicals present on the OSPAR List of Substances Used and Discharged Offshore which Are

Considered to Pose Little or No Risk to the Environment) that have a pathway to the marine environment used for the marine licensed activities, outside the course of normal navigation, to include—

(i) the function of the chemical,

(ii) the quantities being used and the frequency of use; and

(iii) the physical, chemical, and ecotoxicological properties of the chemical.

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

(3) Anchoring of vessels must not occur within the Holderness Inshore Marine Conservation Zone or within the Smithic Bank, unless otherwise agreed in writing with the MMO following consultation with the relevant statutory nature conservation body and in the event that jack-up vessels are proposed to be used for cable installation or maintenance, their legs must not be deployed within the Holderness Inshore Marine Conservation Zone or within the Smithic Bank, unless otherwise agreed in writing with the MMO following consultation with the relevant statutory nature conservation body . For the purposes of this sub-paragraph the "Holderness Inshore Marine Conservation Zone" and the "Smithic Bank" means the area bounded by the following coordinates:

Co-ordinate ID	*X*	*Y*	*Co-ordinate ID*	*X*	*Y*
1	295623.5	5988145	23	298275.5	5998380
2	295151.2	5988060	24	298621.2	5998874
3	294745.5	5988423	25	298836.9	5999246
4	294511.3	5988778	26	299247.9	5999525
5	294268.6	5989292	27	299486.8	5999430
6	293876.3	5989601	28	299598.1	5998762
7	293560.8	5989880	39	299594.8	5997967
8	293332.8	5990368	30	299268.7	5997636
9	293232.9	5990929	31	298936.8	5997174
10	293248	5991618	32	298720.2	5996494
11	293357	5992382	33	298564.6	5995785
12	293486	5993034	34	298381.8	5994812
13	293672.5	5993577	35	298391.6	5993963
14	293869.5	5994077	36	298294.2	5992800
15	294131.6	5994638	37	298298.3	5991819
16	294494.2	5995216	38	298274.7	5990919
17	295039.8	5995701	39	298010.4	5989870
18	295805.2	5996367	40	297423.3	5988941
19	296495.2	5996740	41	296719	5988548
20	297164.8	5997219	42	296143.8	5988255
21	297591.3	5997561	43	295623.5	5988145
22	297845.4	5997953			

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(4) Any sediment removed from within the Dogger Bank Special Area of Conservation during construction of the authorised scheme must be disposed of within that part of the Dogger Bank Special Area of Conservation which falls within the Order limits.

(5) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive monopile foundations must not exceed 6,000kJ and the hammer energy used to drive or part-drive pin pile foundations must not exceed 3,000kJ.

(6) The maximum number of main vessels engaged at any time in activities related to piling for the licensed activities when combined with the number of main vessels engaged in piling activities

authorised by the deemed marine licences granted under Schedules 10, 11 and 13 must not exceed 2 vessels.

(7) The number of piled foundations installed within a 24 hour period when combined with the number of piled foundations installed pursuant to the deemed marine licences granted under Schedules 10, 11 and 13 of the Order within the same 24 hour period must not exceed—

(a) 4 monopile foundations;

(b) 8 pin pile foundations;

(c) 3 monopile foundations and 2 pin pile foundations;

(d) 2 monopile foundations and 4 pin pile foundations; or

(e) 1 monopile foundation and 6 pin pile foundations.

(8) The number of piled foundations installed concurrently when combined with the number of piled foundations installed concurrently pursuant to the deemed marine licences granted under Schedules 10, 11 and 13 must not exceed—

(a) where only monopile foundations are being installed concurrently exceed 2 monopile foundations;

(b) where only pin pile foundations are being installed concurrently exceed 2 pin pile foundations; and

(9) where a combination of monopile foundations and pin pile foundations are being installed concurrently exceed 1 monopile foundation and 1 pin pile foundation.

(10) In sub-paragraphs 13(1)(d)(ii) and 13(1)(j) above—

(a) “pathway to the marine environment” means open systems or closed systems that require top up;

(b) “chemicals” comprise both substances and preparations;

(c) “preparation” means a mixture or solution composed of two or more substances; and

(d) “substance” means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition.

Site Integrity Plan

14.—(1) No piling activities can take place until a Site Integrity Plan (“SIP”), which accords with the principles set out in the in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation, has been submitted to, and approved in writing, by the MMO in consultation with the relevant statutory nature conservation body.

(2) The SIP submitted for approval must contain a description of the conservation objectives for the Southern North Sea Special Area of Conservation (“SNS SAC”) as well as any relevant management measures and it must set out the key statutory nature conservation body advice on activities within the SNS SAC relating to piling as set out within the JNCC Guidance and how this has been considered in the context of the authorised scheme.

(3) The SIP must be submitted in writing to the MMO no later than six months prior to the commencement of piling activities.

(4) In approving the SIP the MMO must be satisfied that the authorised scheme at the preconstruction stage, in-combination with other plans and projects, is in line with the JNCC Guidance.

(5) The approved SIP may be amended with the prior written approval of the MMO, in consultation with the relevant statutory nature conservation body, where the MMO remains satisfied that the Project, in-combination with other plans or projects at the pre-construction stage, is in line with the JNCC Guidance.

Approval of programmes, statements etc

15.—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 13 must be submitted for approval at least six months before the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(2) The MMO must determine an application for approval made under conditions 13 and 14 within a period of six months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(3) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under conditions 13 and 14, unless otherwise agreed in writing by the MMO.

Offshore safety management

16. Any part of the authorised scheme must not be commenced until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed all MCA recommendations as appropriate to the authorised scheme contained within MGN654 "Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues" (or any equivalent guidance that replaces or supersedes it) and its annexes.

Reporting of engaged agents, contractors and vessels

17.—(1) The undertaker must provide the following information in writing to the MMO—

(a) the name, function, company number (if applicable), registered or head office address (as appropriate) of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and

(b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

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

(3) Any changes to the supplied details must be notified to the MMO in writing at least 24 hours before the agent, contractor or vessel engages in the licensed activities.

Pre-construction monitoring and surveys

18.—(1) The undertaker must, in discharging condition 13(1)(b), submit a monitoring plan or plans in accordance with the in principle monitoring plan for written approval in writing by the MMO in consultation with the relevant statutory nature conservation body, which must contain details of proposed monitoring and surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report.

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

(3) The baseline report proposals submitted under sub-paragraph (1) must ensure that the outcome of the agreed surveys, together with existing data and reports, are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(4) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed in writing with the MMO, include, but not be limited to, the need to undertake—

(a) a survey to determine the location, extent and composition of habitats of principal importance, Annex I subtidal habitat, habitat with suitability for sandeel or surficial deposits of glacial till in the parts of the Order limits in which it is proposed to carry out construction works;

(b) a swath-bathymetry survey to IHO Order 1a standard that meets the requirements MGN654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works including an appropriate buffer around the location of each work; and

(c) undertake any monitoring required by the SIP submitted in accordance with condition 14; and

(d) undertake or contribute to any marine mammal monitoring referred to in the marine mammal mitigation protocol submitted in accordance with condition 13(1)(g).

(5) The undertaker must carry out the surveys specified within the monitoring plan or plans in accordance with that plan or plans, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

(6) When any surveys are carried out in accordance with sub-paragraph (5) a survey report must be submitted to the MMO following completion of the relevant survey. Any report submitted under this sub-paragraph must be submitted prior to the commencement of licensed activities for the relevant stage.

Construction monitoring and surveys

19.—(1) The undertaker must, in discharging condition 13(1)(b), for each phase of construction submit details (which accord with the in principle monitoring plan) for approval in writing by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring and surveys, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

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

(3) The undertaker must carry out the surveys approved under sub-paragraph (1), including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

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

(5) The undertaker must carry out the surveys specified in the construction monitoring plan in accordance with that plan, including any further noise monitoring required in writing by the MMO under sub-paragraph (4), unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

(6) Construction monitoring must include vessel traffic monitoring in accordance with the outline vessel traffic monitoring plan, including the provision of reports on the results of that

monitoring by automatic identification system at the end of each year of the construction period to the MMO, MCA and Trinity House.

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

Post-construction monitoring and surveys

20.—(1) The undertaker must, in discharging condition 13(1)(b), submit details (which accord with the in principle monitoring plan) for approval in writing by the MMO in consultation with the relevant statutory nature conservation bodies of proposed post-construction monitoring and surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results.

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

(3) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to—

(a) undertake a survey to determine any change in the location, extent and composition of any habitats of principal importance, Annex I subtidal habitat, habitat with suitability for sandeel or surficial deposits of glacial till identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey and the construction benthic surveys;

(b) undertake, within twelve months of completion of the licensed activities, a full sea floor coverage swath-bathymetry survey to IHO Order 1a standard that meets the requirements of MGN654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables (including fibre optic cables) have been buried or protected;

(c) undertake any monitoring required by the SIP submitted in accordance with condition 14;

(d) undertake post-construction vessel traffic monitoring in accordance with the outline vessel traffic monitoring plan by automatic identification system for a duration of three consecutive years following the completion of construction of the authorised project, unless otherwise agreed in writing by the MMO, with provision for a report to be submitted annually to the MMO, Trinity House and the MCA; and

(e) undertake any marine mammal monitoring referred to in the marine mammal mitigation protocol submitted in accordance with condition 13(1)(g);

(4) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(5) In the event that the reports provided to the MMO under sub-paragraph (4) identify a need for additional monitoring, the requirement for any additional monitoring will be agreed with the MMO in writing and implemented as agreed.

Reporting of scour and cable protection

21.—(1) No more than four months following completion of the construction of the authorised scheme, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection and scour protection used for the authorised scheme.

(2) The report must include the following information—

(a) the location of cable protection and scour protection;

(b) the volume of cable protection and scour protection; and

(c) any other information relating to the cable protection and scour protection as agreed between the MMO and the undertaker.

(3) Where any cable protection or scour protection is replenished following completion of construction the undertaker must submit an updated report in accordance with sub-paragraph (2) in writing to the MMO and the relevant statutory nature conservation bodies no more than four months following completion of the relevant replenishment being deposited.

Completion of construction

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

(a) As built plans;

(b) Latitude and longitude co-ordinates of the centre point of the location for each offshore converter platform, provided as Geographical Information System data referenced to WGS84 datum; and

(c) latitude and longitude co-ordinates of the export cables, provided as Geographical Information System data referenced to WGS84 datum.

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

Collaboration

23.—(1) Prior to submission of plans and documentation required to be submitted to the MMO for approval in accordance with conditions 14 and 15, the undertaker must provide a copy of the relevant plans and documentation to DBSWL to enable DBSWL to provide any comments on the plans and documentation to the undertaker.

(2) The plans and documentation submitted to the MMO for approval in accordance with conditions 14 and 15 must be accompanied by any comments received by the undertaker from DBSWL in accordance with sub-paragraph (1) or a statement from the undertaker confirming that no such comments were received.

Reporting of impact pile driving

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

(a) no less than six months prior to the commencement of each phase of construction of the licensed activities, information on the expected location, start and end dates of impact pile driving to satisfy the Marine Noise Registry's Forward Look requirements:

(b) within two weeks after commencement of each phase of construction of the licensed activities, information on the location, start and end dates of impact pile driving to satisfy the Marine Noise Registry's Forward Look requirements; and

(c) at six-month intervals following the commencement of pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry's Close Out requirements by 7 April for winter season October to March inclusive and 7 October for summer season April to September inclusive or within 12 weeks of completion of impact pile driving whichever is earlier.

(2) The undertaker must notify the MMO in writing of the successful submission of Forward Look or Close Out data pursuant to paragraph (1) above within seven days of the submission.

(3) For the purpose of this condition, "Forward Look" and "Close Out" mean the requirements as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) as amended, updated, or superseded from time to time.

Maintenance reporting

25.—(1) An annual maintenance report must be submitted to the MMO in writing within one month following the first anniversary of the date of commencement of operations, and every year thereafter until the permanent cessation of operation.

(2) The report must provide a record of the licensed activities undertaken as set out in condition 5 during the preceding year, the timing of activities and methodologies used.

(3) Every fifth year, the undertaker must submit to the MMO in writing, within one month of that date, a consolidated maintenance report, which will—

(a) include a review of licensed activities undertaken during the preceding five years with reference to the reports submitted in accordance with condition 25 (1) of this licence.

(b) reconfirm the applicability of the methodologies and frequencies of the licensable activities permitted by this licence for the remaining duration of this licence.

Sediment Sampling

26.—(1) The undertaker must submit a sample plan request in writing to the MMO for written approval of a sample plan.

(2) The sample plan request must be made—

(a) for capital dredging, at least six months prior to the commencement of any capital dredging; or

(b) for maintenance dredging, at least six months prior to the end of every third year from the date of the previous sediment sample analysis.

(3) The sample plan request must include details of—

(a) the volume of material to be dredged;

(b) the location of the area to be dredged;

(c) details of the material type proposed for dredging;

(d) the type and dredging methodology (including whether it is a capital or maintenance dredge, depth of material to be dredged and proposed programme for the dredging activities); and

(e) the location and depth of any supporting samples.

(4) Unless otherwise agreed by the MMO, the undertaker must undertake the sampling in accordance with the approved sample plan.

[Noise restriction

27.—(1) No piling activity can commence within Work No. 2A during the herring spawning season until a herring spawning piling restriction plan (in accordance with the herring spawning plan) is submitted to and approved in writing by the MMO, in consultation with the relevant statutory nature conservation body.

(2) The herring spawning piling restriction plan must be submitted to the MMO no later than six months prior to the commencement of the relevant activities unless otherwise agreed in writing by the MMO.

(3) The herring spawning piling restriction plan must present updated underwater noise modelling, which must be based on final project parameters to be used to install piles and must include details of any mitigation measures to be employed.

(4) If the updated underwater noise modelling referred to in sub-paragraph (3) above demonstrates that noise levels above 135 decibel from any piling area within Work No. 2A will

impact the area shoreward of the Herring Spawning Noise Restriction Boundary during the herring spawning season then any piles located within that piling area must not be installed during the herring spawning season without written approval from the MMO.

(5) Any piling activity within Work No. 2A during the herring spawning season must be undertaken in accordance with the approved herring spawning piling restriction plan approved under sub-paragraph (1) or in accordance with any approval given by the MMO under sub-paragraph (4) above.

(6) In this condition—

"Herring Spawning Noise Restriction Boundary" means the boundary indicated by the red line on the herring spawning plan, with the restricted area being the area shoreward of this boundary

"herring spawning plan" means the document certified by the Secretary of State as the herring spawning plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified)

"herring spawning season" means 1 August to 31 October inclusive or such other period as agreed in writing with the MMO;

"piling area" means any area within Work No. 2A within which one or more piled foundations is proposed to be installed.]

Export cable restriction

28.—(1) The cable installation works listed at sub-paragraphs (a) – (f) below must not be undertaken on the seabed within the restricted area during the restricted period, unless otherwise agreed in writing by the MMO—

(a) pre-sweeping;

(b) dredging;

(c) mechanical ploughing;

(d) cutting;

(e) water jetting; and

(f) cable burial operations.

(2) No later than sixteen weeks (or such other period as agreed by the MMO in writing) prior to the commencement of any licensed activities in sub-paragraph (1) within Work No. 3A, a Back Calculation Technical Report, which must include details of the restricted period, must be submitted to the MMO for approval.

(3) The licensed activities in sub-paragraph (1) within Work No. 3A must not commence until the MMO has approved the Back Calculation Technical Report.

(4) In this condition—

"Back Calculation Technical Report" means an updated version of environmental statement Appendix 10-3, which must include evidence to support the restricted period;

"cable installation works restricted area plan" means the plan certified by the Secretary of State as the cable installation works restricted area plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"restricted area" means the area of seabed within Work No. 3A between KP20 and KP40 as shown on the cable installation works restricted area plan";

"restricted period" means 1 August to 31 October inclusive or such other period indicated by the Back Calculation Technical Report as the period when herring are most likely to have spawned and where eggs and newly hatched larvae should be undisturbed to avoid any adverse impacts to those eggs or larvae and any such alternative period must be agreed with the MMO in writing.

SCHEDULE 13

Article 35

Deemed Marine Licence 4: DBS West Project Offshore Transmission – Work Nos. 2B, 3B, 7B and 8B

PART 1

Licensed marine activities

Interpretation

1.—(1) In this deemed marine licence—

"the 2004 Act" means the Energy Act 2004;

"the 2008 Act" means the Planning Act 2008;

"the 2009 Act" means the Marine and Coastal Access Act 2009;

"the 2017 Regulations" means the Conservation of Offshore Marine Habitats and Species Regulations 2017;

"Annex I subtidal habitat" means a subtidal habitat of a type listed in Annex I to Council Directive 92/43/EEC on the conservation of natural habitats and of wild fauna and flora;

"array cable" means a cable linking the wind turbine generators to each other and to the offshore converter platforms;

"authorised deposits" means the substances and articles specified in paragraph 4 of Part 1 of this deemed marine licence;

"authorised scheme" means Work Nos. 2B, 3B, 7B and 8B and the further associated development described in paragraph 3 of Part 1 of this deemed marine licence or any part of that work or development;

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

"cable" means any offshore cable and includes direct-lay cables and cables laid in cable ducts and further includes fibre optic and other communications cables either within the cable or laid alongside;

"cable crossing" means the crossing of existing subsea cables and pipelines by the array, inter-platform or export cables authorised by the Order and forming part of the authorised scheme together with physical protection measures including cable protection;

"cable protection" means measures to protect cables forming part of the authorised scheme from physical damage and exposure due to loss of seabed sediment including, but not limited to, rock placement, concrete mattresses with or without frond devices, protective aprons or coverings, bagged solutions filled with sand, rock, grout or other materials and protective shells;

"cable statement" means the document certified by the Secretary of State as the cable statement for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"commence" means the first carrying out of any licensed marine activities authorised by this deemed marine licence, save for pre-construction monitoring surveys approved under this deemed marine licence, and "commenced" and "commencement" must be construed accordingly;

"condition" means a condition in Part 2 of this licence;

"DBS East" means the Dogger Bank South East Offshore Wind Farm;

"DBS East Project" means the DBS East Project offshore works and the DBS East Project onshore works;

“DBS East Project offshore works” means Work Nos. 1A to 8A and any other authorised development associated with those works;

“DBS East Project onshore works” means Work Nos. 9A to 34A and any other authorised development associated with those works;

“DBS West offshore works” means Work Nos. 1B to 8B and any authorised development associated with those works;

“DBS West Project” means the DBS West Project onshore works and the DBS West Project offshore works;

“DBS West Project onshore works” means Work Nos. 9B to 34B and any other authorised development associated with those works;

“DBSWL” means RWE Renewables UK Dogger Bank South (West) Limited, company number 13656525, whose registered office is Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, England, SN5 6PB;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands, B75 7RL and any successor body to its functions;

“disposal ground 2 (DBS West)” means the site to be used for disposal of inert material of natural origin produced during construction drilling and seabed preparation for foundation works and cable sandwave clearance for the DBS West offshore works as shown on the Disposal Site Plan and with MMO disposal site reference DG035;

“disposal ground 3 (Export Cable)” means the site to be used for disposal of inert material of natural origin produced during construction drilling and seabed preparation for foundation works and cable sandwave clearance for the DBS West offshore works as shown on the Disposal Site Plan as “Dogger Bank South Cable A” (MMO disposal site reference DG033) and “Dogger Bank South Cable B” (MMO disposal site reference DG034);

“Disposal Site Plan” means the plan certified by the Secretary of State as the Disposal Site Plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“Dogger Bank SAC” means the site designated as the Dogger Bank Special Area of Conservation;

“Dropped Object Procedure Form” means the MMO notification proforma with reference MLDIR1 for reporting the loss or dumping of synthetic materials and other refuse at sea or any other format advised in writing by the MMO;

“environmental statement” means the document certified by the Secretary of State as the environmental statement for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“habitats of principal importance” “means a habitat designated as being of principal importance in accordance with section 41 (biodiversity lists and action (England)) of the Natural Environment and Rural Communities Act 2006;

“HAT” means highest astronomical tide;

“HVAC” means high voltage alternating current;

“in principle monitoring plan” means the document certified by the Secretary of State as the in principle monitoring plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation” means the document certified by the Secretary of State as the in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“inter-platform cable” means a cable linking the offshore converter platforms;

“intrusive activities” means activities including anchoring of vessels, jacking up of vessels, and temporary wet storage areas;

“jacket foundation” means a lattice type structure constructed of steel which is fixed to the seabed at 3 or more points with steel pin piles and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms;

“JNCC Guidance” means the statutory nature conservation body ‘Guidance for assessing the significance of noise disturbance against Conservation Objectives of harbour porpoise SACs’ Joint Nature Conservation Committee Report No.654, May 2020 published in June 2020 as amended, updated or superseded from time to time;

“LAT” means lowest astronomical tide;

“maintain” includes inspect, upkeep, repair, adjust, alter, remove, reconstruct and replace (including replenishment of cable protection), but does not include the removal, reconstruction or replacement of foundations associated with the authorised scheme, to the extent assessed in the environmental statement; and “maintenance” must be construed accordingly;

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

“Marine Noise Registry” means the database developed and maintained by JNCC on behalf of Defra to record the spatial and temporal distribution of impulsive noise generating activities in UK seas;

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

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

“MHWS” or “mean high water springs” means the average throughout the year of two successive high waters during a 24-hour period in each month when the range of the tide is at its greatest (Spring tides);

“MLWS” or “mean low water springs” means the lowest level that spring tides reach on average over a period of time;

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

“offshore converter platform” means an offshore converter platform with equipment to convert the HVAC power generated at the wind turbine generators into HVDC power, being a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and open with modular equipment or fully clad and may include a helicopter platform, containing electrical equipment required to switch, transform, convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation, including but not limited to high voltage power transformers, high voltage switchgear and busbars, substation auxiliary systems and low voltage distribution, instrumentation, metering equipment and control systems, standby generators, shunt reactors, auxiliary and uninterruptible power supply systems, facilities to support operations and maintenance;

“offshore order limits and grid coordinates plan” means the plan certified by the Secretary of State as the offshore order limits and grid coordinates plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“Order” means The Dogger Bank South East and West Offshore Wind Farms Order 20[ ];

“Order limits” means the limits shown on the offshore order limits and grid coordinates plans within which the authorised scheme may be carried out and the grid coordinates for Work Nos. 2B, 3B, 5B, 7B and 8B are set out in paragraph 5 of Part 1 of this deemed marine licence;

"outline fisheries liaison and co-existence plan" means the document certified by the Secretary of State as the outline fisheries liaison and co-existence plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline marine mammal mitigation protocol" means the document certified by the Secretary of State as the outline marine mammal mitigation protocol for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline offshore operations and maintenance plan" means the document certified by the Secretary of State as the outline offshore operations and maintenance plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline project environmental management plan" means the document certified by the Secretary of State as the outline project environmental management plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline scour protection plan" means the document certified by the Secretary of State as the outline scour protection plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified) ;

"outline vessel traffic monitoring plan" means the document certified by the Secretary of State as the outline vessel traffic monitoring plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline written scheme of investigation (offshore)" means the document certified by the Secretary of State as the outline written scheme of investigation (offshore) for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"scour protection" means measures to prevent loss of seabed sediment around any structure placed in or on the seabed including by the use of bagged solutions, filled with grout or other materials, protective aprons, mattresses with or without frond devices, flow energy dissipation devices and rock and gravel placement;

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

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

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

"Trinity House" means the Corporation of Trinity House of Deptford Strond;

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

"undertaker" means DBSWL;

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

(**a**) S.I. 2017/1012
(**b**) S.I. 2017/1013

"VHF" means very high frequency;

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

"works plans" means the works plans (offshore) and the works plans (onshore);

"works plans (offshore)" means the plans certified by the Secretary of State as the works plans (offshore) for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified); and

"works plans (onshore)" means the plans certified by the Secretary of State as the works plans (onshore) for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified)

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

(3) In this deemed marine licence, unless otherwise indicated—

(a) all times are Greenwich Mean Time ("GMT");

(b) all coordinates are latitude and longitude degrees and minutes to two decimal places.

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

(a) Historic England
37 Tanner Road
York
YO1 6WP

(b) Marine Management Organisation
Marine Licensing Team
Lancaster House
Hampshire Court
Newcastle upon Tyne
NE4 7YH
Tel: 0300 123 1032

(c) Marine Management Organisation (local office)
Room 13, Ground Flood
Crosskill House
Mill Lane
Beverley
HU17 9JB
Tel: 0208 026 0519

(d) Maritime and Coastguard Agency
UK Technical Services Navigation
Spring Place
105 Commercial Road
Southampton

SO15 1EG

Tel: 020 3817 2433

Email: navigationsafety@mcga.gov.uk

(e) Natural England

4th Floor

Foss House

1-2 Peasholme Green

York

YO1 7PX

Tel: 0300 060 4911

(f) Trinity House

Tower Hill

London

EC3N 4DH

Tel: 020 7481 6900

(g) United Kingdom Hydrographic Office

Admiralty Way

Taunton

Somerset

TA1 2DN

Tel: 01823 337 900

(5) Unless otherwise advised in writing by the MMO, the address for electronic communication with the MMO for the purposes of this licence is marine.consents@marinemanagement.org.uk, or where contact to the Local Office of the MMO is required, beverley@marinemanagement.org.uk.

Details of licensed marine activities

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

(a) the deposit at sea within the Order limits seaward of MHWS of the substances and objects specified in paragraph 4 below and, when combined with the disposal authorised within disposal ground 2 (DBS West) by the deemed marine licences granted under Schedules 11, 14 and 14A of the Order, of up to 2,258,194 cubic metres (being a maximum, not an approximate upper figure) of inert material of natural origin produced during construction drilling or seabed preparation for foundation works, cable works and boulder clearance works at disposal site references to be provided to the MMO within disposal ground 2 (DBS West) and any other disposal sites approved in writing by the MMO;

(b) the deposit at sea within the Order limits seaward of MHWS of the substances and objects specified in paragraph 4 below and, when combined with the disposal authorised within disposal ground 3 (Export Cable) by the deemed marine licence granted under Schedule 12 of the Order, of up to 26,025,965 cubic metres (being a maximum, not an approximate upper figure) of inert material of natural origin produced during construction drilling or seabed preparation for cable works and boulder clearance works at disposal site references to be provided to the MMO within disposal ground 3 (Export Cable);

(c) the construction of works in or over the sea or on or under the sea bed;

(d) dredging for the purposes of seabed preparation for foundation works or cable works;

(e) the removal of sediment samples for the purposes of informing environmental monitoring under this deemed marine licence during pre-construction, construction and operation;

(f) boulder clearance works by displacement ploughing or subsea grab technique or any other comparable method;

(g) removal of static fishing equipment; and

(h) site preparation works.

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

Work No. 2B—

(a) up to one offshore converter platform fixed to the seabed by jacket or monopile foundations within the area shown on the works plans;

(b) a network of subsea inter-platform cabling within the area shown on the works plans, including cable crossings and cable protection;

Work No. 3B—

(a) up to two HVDC subsea export cables between Work Nos. 2B and 8B along routes within the area shown on the works plans including cable crossings and cable protection;

(b) up to two cables for the transmission of fibre optic communications laid between Work Nos. 2B and 8B consisting of cables along routes within the area shown on the works plans including cable crossings and cable protection;

(c) up to three temporary pits for trenchless cable installation at landfall seaward of MLWS and up to three additional temporary pits for trenchless cable installation at landfall seaward of MLWS for the DBS East Project within the area shown on the works plans;

(d) installation of up to three landfall cable ducts (if required) and up to three additional landfall cable ducts (if required) for the DBS East Project within the area shown on the works plans;

(e) installation of up to three cable duct extensions from below LAT to any temporary pits created for trenchless cable installation situated above MLWS and up to three additional landfall cable ducts (if required) for the DBS East Project from below LAT to any temporary pits created for trenchless cable installation situated above MLWS;

Work No. 6B—

Not used;

Work No. 7B—

A temporary work area associated with Work Nos. 1B to 5B for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1B to 7B;

In connection with such Work Nos. 2B, 3B and 7B and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence, including—

(a) scour protection around the foundations of the offshore structures;

(b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;

(c) the removal of material from the seabed required for the construction of Work Nos. 2B, 3B and 5B and the disposal of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works, cable installation preparation such as sandwave clearance, boulder clearance and pre-trenching and excavation of trenchless crossing exit pits;

(d) removal of static fishing equipment;

(e) temporary landing places, moorings or other means of accommodating vessels in the construction or maintenance of the authorised scheme;

(f) disposal of drill arisings in connection with any foundation drilling up to a total of 704 cubic metres;

(g) creation and use of temporary laydown areas, use of cable lay vessel anchors;

(h) lighting.

Work No. 8B—

(a) Installation of up to two HVDC subsea export cables and up to two cables for the transmission of fibre optic communications within up to three landfall cable ducts (if required) between Work No. 3B and Work No. 12B and up to three landfall cable ducts (if required) for the DBS East Project between Work No. 3A and Work No. 12A;

(b) trenchless cable installation;

(c) temporary construction working areas for emergency works; and

(d) vessel anchoring for emergency works.

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

(a) iron, steel, copper and aluminium;

(b) stone and rock;

(c) concrete and grout;

(d) sand and gravel;

(e) cement bound sand;

(f) natural soils;

(g) plastic and synthetic material;

(h) drilling fluid;

(i) material extracted from within the Order limits during construction drilling or seabed preparation for foundation works and cable installation preparation works;

(j) weights used for the calibration of vessels, consisting of a hessian sack, metal shackles or chains; and

(k) marine coatings, other chemicals and timber.

5. The grid coordinates for that part of the authorised scheme comprising Work Nos. 2B, 3B, 7B and 8B are specified below—

Point ID	*Latitude (DMS)*	*Longitude (DMS)*
1	*53° 59.6364' N*	*0° 12.40874' W*
2	*53° 59.82784' N*	*0° 11.50751' W*
3	*53° 59.84021' N*	*0° 9.78718' W*
4	*54° 0.1033' N*	*0° 8.05888' W*
5	*54° 0.45563' N*	*0° 6.57895' W*
6	*54° 1.88431' N*	*0° 3.05262' W*
7	54° 3.14098' N	0° 0.70959' E
8	54° 3.77637' N	0° 2.53092' E
9	54° 4.14562' N	0° 3.45918' E
10	*54° 4.27659' N*	*0° 4.42011' E*
11	*54° 4.31082' N*	*0° 5.04613' E*
12	54° 8.77722' N	0° 14.26259' E
13	54° 16.03855' N	0° 31.60943' E
14	54° 16.33488' N	0° 32.15475' E
15	54° 18.43135' N	0° 36.31356' E
16	*54° 19.52715' N*	*0° 37.41854' E*
17	*54° 25.52646' N*	*0° 46.47839' E*

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18	54° 29.17866’ N	0° 55.21543’ E
19	54° 35.2432’ N	1° 15.59582’ E
20	54° 41.97912’ N	1° 19.18481’ E
21	54° 42.68808’ N	1° 19.11958’ E
22	*54° 42.89576’ N*	*1° 19.19192’ E*
23	*54° 43.00532’ N*	*1° 19.2987’ E*
24	54° 43.10223’ N	1° 19.45603’ E
25	54° 44.18515’ N	1° 21.7125’ E
26	54° 44.28093’ N	1° 22.03856’ E
27	*54° 44.30046’ N*	*1° 22.32068’ E*
28	*54° 44.26468’ N*	*1° 22.62418’ E*
29	54° 39.02878’ N	1° 44.92686’ E
30	54° 38.84907’ N	1° 45.31024’ E
31	54° 38.57165’ N	1° 45.4825’ E
32	*54° 36.48108’ N*	*1° 44.38088’ E*
33	54° 36.3193’ N	1° 44.24208’ E
34	54° 36.19975’ N	1° 44.03507’ E
35	54° 31.81809’ N	1° 33.61066’ E
36	54° 31.68029’ N	1° 33.16936’ E
37	54° 31.68491’ N	1° 32.6914’ E
38	54° 33.7017’ N	1° 20.55955’ E
39	54° 33.84869’ N	1° 20.16118’ E
40	54° 34.09052’ N	1° 19.9387’ E
41	54° 34.54334’ N	1° 17.32206’ E
42	54° 28.99427’ N	0° 58.64713’ E
43	54° 28.15029’ N	0° 55.92687’ E
44	54° 24.70977’ N	0° 47.69726’ E
45	54° 18.87875’ N	0° 38.89895’ E
46	54° 17.72124’ N	0° 37.72511’ E
47	54° 15.53155’ N	0° 33.38368’ E
48	54° 15.19324’ N	0° 32.75337’ E
49	54° 13.67671’ N	0° 29.11575’ E
50	54° 12.45423’ N	0° 27.88505’ E
51	54° 12.33295’ N	0° 27.60465’ E
52	54° 11.97431’ N	0° 25.0371’ E
53	54° 7.92055’ N	0° 15.37852’ E
54	54° 3.30272’ N	0° 5.84501’ E
55	54° 3.26167’ N	0° 5.6635’ E
56	54° 3.21017’ N	0° 4.70318’ E
57	54° 3.15199’ N	0° 4.23063’ E
58	54° 2.86151’ N	0° 3.50109’ E
59	54° 2.20927’ N	0° 1.63117’ E
60	54° 0.96981’ N	0° 2.08082’ W
61	53° 59.50126’ N	0° 5.71047’ W
62	53° 58.98868’ N	0° 7.85689’ W
63	53° 58.69884’ N	0° 8.79203’ W
64	53° 58.4388’ N	0° 9.96246’ W
65	53° 58.38876’ N	0° 11.76128’ W

6. This deemed marine licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under

section 106 (approval of decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108, and the completion of such programme has been confirmed by the Secretary of State in writing.

7. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this deemed marine licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence apply only to a transfer not falling within article 5 (benefit of order) of the Order.

8.—(1) With respect to any condition which requires the licensed activities be carried out in accordance with the details, plans or schemes approved under this deemed marine licence, the approved details, plans or schemes are taken to include any amendments that may subsequently be approved in writing by the MMO.

(2) Any amendments to or variations from the approved details, plans or schemes must be in accordance with the principles and assessments set out in the environmental statement and approval of an amendment or variation may only be given where it has been demonstrated to the satisfaction of the MMO that it is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

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

PART 2

Conditions

Design parameters

Offshore converter platform dimensions

1.—(1) The total number of offshore converter platforms in respect of the authorised scheme must not exceed one.

(2) The dimensions of any offshore converter platform (excluding helidecks, lightning protection, towers, masts and cranes) must not exceed—

(a) 125 metres in length;

(b) 100 metres in width; or

(c) 105 metres in height above LAT.

Offshore converter platform foundations

2.—(1) Offshore converter platform foundations must be of one or more of the following foundation options: piled monopile, or piled jacket foundation.

(2) The pile diameter of any offshore converter platform piled monopile foundation must not exceed 15 metres.

(3) Any offshore converter platform piled jacket must not—

(a) have more than eight legs;

(b) have more than eight piles; or

(c) have a pile diameter exceeding 3.8 metres.

(4) Any offshore converter platform foundation must not—

(a) have a seabed footprint (including scour protection) exceeding 5,411 square metres; or

(b) have a seabed footprint (excluding scour protection) exceeding 3,317 square metres.

(5) Within Work No. 2B, the offshore converter platforms foundations must not have—

(a) A total combined seabed footprint (including scour protection) exceeding 5,411 square metres; or

(b) a total combined amount of scour protection exceeding 5,234 square metres.

(6) The total volume of scour protection for offshore converter platforms in respect of the authorised scheme must not exceed 9,450 cubic metres.

Cables and cable protection

3.—(1) Within Work Nos. 3B the offshore export cables must not, in total—

(a) exceed 2 in number;

(b) exceed 306 kilometres in length;

(c) exceed 12 cable crossings;

(d) have cable protection (including cable crossings) exceeding 470,350 square metres in area; or

(e) have cable protection (including cable crossings) exceeding 426,747 cubic metres in volume.

(2) The offshore export cables within Work No. 3B which fall within the Dogger Bank Special Area of Conservation must not have cable protection exceeding 10% of the length of such cables, when combined with the offshore export cables, array cables and inter-platform cables authorised by the deemed marine licences granted under Schedules 10 –12 and 14 – 14A of the Order.

(3) Within the area between MHWS and 350 metres seaward of MLWS, all offshore export cables must be buried, and must not have cable protection.

(4) Any offshore export cables within the area between 350 metres seaward of MLWS and the 10 metre depth contour as measured against LAT (as at the date of commencement of construction of the licensed activities) must not have cable protection exceeding 10% of the length of such cables, when combined with the offshore export cables authorised by the deemed marine licence granted under Schedule 12 of the Order.

(5) Within Work Nos. 2B the inter-platform cables must not, in total—

(a) exceed 1 in number;

(b) exceed 23 kilometres in length;

(c) exceed 1 cable crossings;

(d) have cable protection (including cable crossings) exceeding 43,203 square metres in area; or

(e) have cable protection (including cable crossings) exceeding 39,207 cubic metres in volume.

Phases of authorised scheme

4.—(1) The authorised scheme must not commence until an offshore works phasing scheme setting out the phases of construction of the authorised scheme has been submitted to and approved in writing by the MMO.

(2) The authorised scheme must be submitted at least 6 months prior to the proposed commencement of the works.

(3) Any subsequent amendments to the offshore works phasing scheme submitted for approval under sub-paragraph (1) must be submitted to the MMO for approval in writing.

(4) The offshore works phasing scheme submitted for approval under sub-paragraph (1) must be implemented as approved. The approved details shall be taken to include any amendment that may subsequently be approved by the MMO in accordance with sub-paragraph (3).

Maintenance of the authorised scheme

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

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

(a) Routine maintenance of wind turbine generators, offshore converter platforms, and their respective foundations;

(b) Major offshore converter platform replacement;

(c) Painting and applying other coatings to offshore converter platforms;

(d) Bird waste and marine growth removal;

(e) Surveys/inspections of cables;

(f) Cable remedial burial;

(g) Cable protection replenishment;

(h) Cable repairs and replacement;

(i) Access ladder and boat landing replacement;

(j) Offshore converter platform anode replacement; and

(k) J-tube repair/replacement.

(3) Operation of the licensed activities must not commence until an offshore operations and maintenance plan substantially in accordance with the outline offshore operations and maintenance plan has been submitted to and approved in writing by the MMO. The operations and maintenance plan must include, but is not limited to—

(a) a list of maintenance activities within the marine environment that are planned for the lifetime of the licensed activities;

(b) details of the typical construction plant, machinery and personnel requirements for each maintenance activity and any requirements for detailed method statements;

(c) details of the typical frequency and timing of each maintenance activity; and

(d) details of controls and mitigation that will be in place in order to protect the marine environment.

(4) The offshore operations and maintenance plan must be reviewed every three years commencing from the date on which the plan was approved, unless otherwise agreed by the MMO, to ensure the details of the maintenance activities remain accurate. The conclusions of that review must be submitted to and approved by the MMO in writing.

(5) The offshore operations and maintenance plan must be implemented as approved by the MMO.

(6) Unless otherwise agreed in writing with the MMO, the undertaker must submit—

(a) the first offshore operations and maintenance plan at least 6 months prior to the operation of the licensed activities;

(b) any revised offshore operations and maintenance plan submitted in accordance with sub-paragraph (4) at least 6 months before such revised plan is required to be put in place; and

(c) where additional maintenance activities are identified that are not included in the approved offshore operations and maintenance plan, or any revised plan approved in accordance with sub-paragraph (4), an updated offshore operations and maintenance plan including the additional maintenance activities must be submitted to and approved by the MMO in writing as soon as possible after the need for such additional maintenance activities is identified.

Extension of time periods

6. Any time period given in this deemed marine licence to either the undertaker or the MMO may be extended with the agreement of the other party in writing, such agreement not to be unreasonably withheld or delayed.

Notifications and inspections

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

(a) a copy of this deemed marine licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—

(i) all agents and contractors notified to the MMO in accordance with condition 17;

(ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 17; and

(b) the undertaker must confirm in writing to the MMO within 28 days of a copy of this deemed marine licence and any subsequent amendments or revisions to it being provided to the persons listed in sub-paragraph (1)(a) that the required information has been provided.

(2) Only those persons and vessels notified to the MMO in accordance with condition 18 are permitted to carry out the licensed activities.

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

(a) the undertaker's registered address;

(b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and

(c) on board each vessel and at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

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

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

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

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

(a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data;

(b) as soon as reasonably practicable and no later than 24 hours of completion of the DBS West Project offshore works,

and confirmation of notification must be provided to the MMO within five days.

(8) The undertaker must ensure that a local notification to mariners is issued at least 14 days prior to the commencement of the authorised scheme or any part thereof advising of the start date of each of Work Nos. 2B, 3B, 7B and 8B and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) The undertaker must ensure that local notifications to mariners are updated and reissued at weekly intervals during construction activities and at least five days before any planned operations

(unless otherwise agreed in writing by the MMO) and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction programme and monitoring plan approved under condition 13(1)(b). Copies of all notices must be provided to the MMO, UKHO and the MCA within five days.

(10) The undertaker must notify UKHO and the MCA of the commencement (within ten days), progress and completion of construction (within ten days) of the licensed activities in order that all necessary amendments to nautical and aeronautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days of the notification.

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

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

(13) The undertaker must notify the MMO in writing a minimum of five days in advance of the commencement of each discrete incident of cable repair, replacement, or protection replenishment activity. Such a notification must include proposed timings and a description of proposed methodologies.

(14) The undertaker must ensure that the MMO, the MMO Local Office, local mariners, local fishermen's organisations and the Source Data Receipt Team at the UK Hydrographic Office, Taunton, Somerset, TA1 2DN (sdr@ukho.gov.uk) are notified within five days of completion of each instance of cable repair, replacement or protection replenishment activity.

Aids to navigation

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

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

(a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;

(b) notice within 24 hours of any aids to navigation being established by the undertaker; and

(c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation in accordance with the frequencies set out in the aids to navigation management plan agreed pursuant to condition 13(1)(f) using the reporting system provided by Trinity House.

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

(5) In the event that the provisions of condition 7(11) or condition 7(12) are invoked, the undertaker must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

Colouring of Structures

9.—(1) Except as otherwise required by Trinity House the undertaker must colour all structures forming part of the authorised scheme yellow (colour code RAL 1023) from at least HAT to a height directed by Trinity House or must colour the structure as directed by Trinity House in writing from time to time.

(2) Subject to sub-paragraph (1) above, unless the MMO otherwise directs in writing, the undertaker must paint the remainder of the structures submarine grey (colour code RAL 7035).

Aviation safety

10.—(1) The undertaker must exhibit such lights, with such shape, colour and character as are required in writing by the Air Navigation Order 2016(**a**) and determined necessary for aviation safety in consultation with the Defence Infrastructure Organisation Safeguarding and as directed by the Civil Aviation Authority.

(2) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, the Civil Aviation Authority and the MMO, as soon as reasonably practicable and at least 14 days prior to the commencement of the authorised scheme, in writing of the following information—

(a) the date of the commencement of construction of the authorised scheme;

(b) the date any wind turbine generators are to be installed;

(c) the maximum height of any construction equipment or vessels to be used;

(d) the maximum height of each wind turbine generator to be constructed;

(e) the latitude and longitude of each wind turbine generator to be constructed;

and the Defence Infrastructure Organisation Safeguarding and the Civil Aviation Authority must be notified of any changes to the information supplied under this paragraph and of the completion of the construction of the authorised scheme. Copies of notifications must be provided to the MMO within 5 days.

Chemicals, drilling and debris

11.—(1) The undertaker must ensure that any coatings and treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by the Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

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

(3) The undertaker must inform the MMO in writing of the location and quantities of material disposed of each month under this deemed marine licence by submission of a disposal return by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive and must provide a null return if no activity has taken place during the reporting period.

(4) The undertaker must ensure that only inert material of natural origin, produced during pre-sweeping sandwave clearance where relevant, the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within the Order limits seaward of MHWS.

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

(6) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss in writing to the local enforcement office within 24 hours and if the MMO, in consultation with the MCA and Trinity House, reasonably considers such material to constitute a navigation or environmental hazard

(**a**) S.I. 2016/765.

(dependent on the size and nature of the material) the undertaker must, in that event, demonstrate to the MMO that reasonable attempts have been made to locate, remove or move any such material.

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

(8) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 13(1)(d)(i).

(9) Debris or dropped objects which are considered a danger or hazard to navigation must be reported as soon as reasonably practicable but no later than six hours from the undertaker becoming aware of an incident, to the relevant HM Coastguard Maritime Rescue Co-ordination Centre by telephone (0344 382 0580), and the UK Hydrographic Office email: navwarnings@btconnect.com.

(10) All dropped objects including those in sub-paragraph (9) must be reported to the MMO using the Dropped Object Procedure Form (including any updated form as provided by the MMO) as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident, unless otherwise agreed in writing by the MMO.

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

Force majeure

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

Pre-construction plans and documentation

13.—(1) The licensed activities or any phase of those activities must not commence until the following (insofar as relevant to that activity or phase of activity) have been submitted to and approved in writing by the MMO, in consultation with Trinity House, the MCA, the relevant statutory nature conservation body and UKHO as appropriate—

(a) a layout plan setting out proposed details of the authorised scheme, including the:

(i) number, dimensions, specification, foundation type(s) and depth for each offshore converter platform;

(ii) the grid coordinates of the centre point of the proposed location for each wind turbine generator and offshore converter platform;

(iii) proposed layout of all cables;

(iv) location and specification of all other aspects of the authorised scheme; and

(v) any exclusion zones or micro-siting requirements identified pursuant to 13(1)(e)(iv) or relating to any habitats of principal importance, Annex I subtidal habitat or surficial deposits of glacial till identified as part of surveys undertaken in accordance with condition 18;

to ensure conformity with the description of Work Nos. 2B, 3B, 7B and 8B and compliance with conditions 1 to 3;

(b) a construction programme and monitoring plan (which accords with the in principle monitoring plan) which, save in respect information submitted pursuant to sub-paragraph (b)(iii)(aa), is to be submitted to the MMO at least six months prior to commencement of licensed activities and to include details of—

(i) the proposed construction start date;

(ii) proposed timings for mobilisation of plant, delivery of materials and installation works;

(iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction surveys and monitoring and related reporting in accordance with conditions 18, 19 and 20 to be submitted to the MMO in accordance with the following (unless otherwise agreed in writing with the MMO)—

(aa) at least six months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed pre-construction monitoring;

(bb) at least six months prior to construction, detail on construction monitoring; and

(cc) at least six months prior to commissioning, detail of post-construction (and operational) monitoring;

(iv) an indicative written construction programme for all offshore converter platforms and cables including fibre optic cables comprised in the works at Part 1 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above); and

(v) a monitoring plan setting out the circumstances in which monitoring will be required and the monitoring to be carried out in such circumstances;

(c) a construction method statement (in accordance with the cable statement), including details of—

(i) cable burial, specification, installation and monitoring to include—

(aa) the technical specification of cables below MHWS;

(bb) a detailed cable laying plan for the authorised scheme, incorporating a detailed burial risk assessment encompassing the identification of any cable protection that exceeds 5 percent of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5 percent of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or similar such assessment to ascertain suitable burial depths and cable laying techniques, including cable protection; and

(cc) proposals for monitoring cables including cable protection until the authorised scheme is decommissioned which includes a risk-based approach to the management of unburied or shallow buried cables;

(ii) a scour protection plan (in accordance with the outline scour protection plan) including details of scour protection and cable protection including details of the need, type, sources, quantity and installation methods for scour protection and cable protection, with details updated and resubmitted for approval if changes to it are proposed following cable laying operations;

(iii) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation and cable installation works and having regard to any mitigation scheme pursuant to sub-paragraph (1)(i);

(iv) advisory safe passing distances for vessels around sites where the licensed activities are taking place;

(v) contractors;

(vi) vessels and vessel transit corridors;

(vii) associated ancillary works; and

(viii) guard vessels to be employed;

(d) a project environmental management plan (in accordance with the outline project environmental management plan) covering the period of construction and operation to include details of—

(i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents during construction and operation of the authorised scheme in relation to all activities carried out;

(ii) a chemical risk assessment, including information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance and standards;

(iii) waste management and disposal arrangements;

(iv) the appointment and responsibilities of a fisheries liaison officer;

(v) a fisheries liaison and coexistence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 4 and to address the interaction of the licensed activities with fishing activities;

(vi) a code of conduct for vessel operators to reduce risk of injury to mammals; and

(vii) procedures, which must be adopted within vessel transit corridors to minimise disturbance to red-throated diver during the period 1 November to 31 March (inclusive), which must be in accordance with the best practice protocol for minimising disturbance to red-throated diver;

(e) an archaeological written scheme of investigation in relation to the offshore Order limits seaward of MHWS, which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body to include—

(i) details of responsibilities of the undertaker, archaeological consultant and contractor;

(ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;

(iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;

(iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;

(v) monitoring of archaeological exclusion zones during and post construction;

(vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the Archaeological Data Service, by submitting an OASIS ('Online Access to the Index of archaeological investigations') form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO and Historic England that the OASIS form has been submitted to the Archaeological Data Service within two weeks of submission;

(vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and

(viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities;

(f) an aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, the MCA, the Civil Aviation Authority and UKHO specifying how the undertaker will ensure compliance with condition 8 from the commencement of construction of the authorised scheme to the completion of decommissioning;

(g) in the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol (in accordance with the outline marine mammal mitigation protocol), the intention of which is to prevent injury to marine mammals, following current best practice as advised by the relevant statutory nature conservation bodies and which must include details of noise reduction methods through project design (primary measures) and/or, deployment of noise mitigation systems or noise abatement systems (secondary measures) that will be utilised to manage sounds from those piling activities and such protocol must include full details and justification for the mitigation chosen or excluded for deployment;

(h) a navigation management plan to manage crew transfer vessels (including daughter craft) during the construction and operation of the authorised scheme;

(i) a final cable statement (in accordance with the cable statement); and

(j) a site specific chemical risk assessment, which must be submitted no later than ten weeks prior to use of the relevant chemical, for all chemicals (with the exception of chemicals present on the OSPAR List of Substances Used and Discharged Offshore which Are Considered to Pose Little or No Risk to the Environment) that have a pathway to the marine environment used for the marine licensed activities, outside the course of normal navigation, to include—

(i) the function of the chemical,

(ii) the quantities being used and the frequency of use; and

(iii) the physical, chemical, and ecotoxicological properties of the chemical.

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

(3) Anchoring of vessels must not occur within the Holderness Inshore Marine Conservation Zone or within the Smithic Bank, unless otherwise agreed in writing with the MMO following consultation with the relevant statutory nature conservation body and in the event that jack-up vessels are proposed to be used for cable installation or maintenance, their legs must not be deployed within the Holderness Inshore Marine Conservation Zone or within the Smithic Bank, unless otherwise agreed in writing with the MMO following consultation with the relevant statutory nature conservation body. For the purposes of this sub-paragraph the "Holderness Inshore Marine Conservation Zone" and the "Smithic Bank" means the area bounded by the following coordinates:

Co-ordinate ID	*X*	*Y*	*Co-ordinate ID*	*X*	*Y*
1	295623.5	5988145	23	298275.5	5998380
2	295151.2	5988060	24	298621.2	5998874
3	294745.5	5988423	25	298836.9	5999246
4	294511.3	5988778	26	299247.9	5999525
5	294268.6	5989292	27	299486.8	5999430
6	293876.3	5989601	28	299598.1	5998762
7	293560.8	5989880	39	299594.8	5997967
8	293332.8	5990368	30	299268.7	5997636
9	293232.9	5990929	31	298936.8	5997174
10	293248	5991618	32	298720.2	5996494
11	293357	5992382	33	298564.6	5995785
12	293486	5993034	34	298381.8	5994812
13	293672.5	5993577	35	298391.6	5993963
14	293869.5	5994077	36	298294.2	5992800
15	294131.6	5994638	37	298298.3	5991819

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16	294494.2	5995216	38	298274.7	5990919
17	295039.8	5995701	39	298010.4	5989870
18	295805.2	5996367	40	297423.3	5988941
19	296495.2	5996740	41	296719	5988548
20	297164.8	5997219	42	296143.8	5988255
21	297591.3	5997561	43	295623.5	5988145
22	297845.4	5997953			

(4) Any sediment removed from within the Dogger Bank Special Area of Conservation during construction of the authorised scheme must be disposed of within that part of the Dogger Bank Special Area of Conservation which falls within the Order limits.

(5) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive monopile foundations must not exceed 6,000kJ and the hammer energy used to drive or part-drive pin pile foundations must not exceed 3,000kJ.

(6) The maximum number of main vessels engaged at any time in activities related to piling for the licensed activities when combined with the number of main vessels engaged in piling activities authorised by the deemed marine licences granted under Schedules 10 to 12 must not exceed 2 vessels.

(7) The number of piled foundations installed within a 24 hour period when combined with the number of piled foundations installed pursuant to the deemed marine licences granted under Schedules 10 to 12 of the Order within the same 24 hour period must not exceed—

(a) 4 monopile foundations;

(b) 8 pin pile foundations;

(c) 3 monopile foundations and 2 pin pile foundations;

(d) 2 monopile foundations and 4 pin pile foundations; or

(e) 1 monopile foundation and 6 pin pile foundations.

(8) The number of piled foundations installed concurrently when combined with the number of piled foundations installed concurrently pursuant to the deemed marine licences granted under Schedules 10 to 12 must not exceed—

(a) where only monopile foundations are being installed concurrently exceed 2 monopile foundations;

(b) where only pin pile foundations are being installed concurrently exceed 2 pin pile foundations; and

(c) where a combination of monopile foundations and pin pile foundations are being installed concurrently exceed 1 monopile foundation and 1 pin pile foundation.

(9) In sub-paragraphs 13(1)(d)(ii) and 13(1)(j) above—

(a) “pathway to the marine environment” means open systems or closed systems that require top up;

(b) “chemicals” comprise both substances and preparations;

(c) “preparation” means a mixture or solution composed of two or more substances; and

(d) “substance” means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition.

Site Integrity Plan

14.—(1) No piling activities can take place until a Site Integrity Plan (“SIP”), which accords with the principles set out in the in principle Site Integrity Plan for the Southern North Sea Special Area of Conservation, has been submitted to, and approved in writing, by the MMO in consultation with the relevant statutory nature conservation body.

(2) The SIP submitted for approval must contain a description of the conservation objectives for the Southern North Sea Special Area of Conservation ("SNS SAC") as well as any relevant management measures and it must set out the key statutory nature conservation body advice on activities within the SNS SAC relating to piling as set out within the JNCC Guidance and how this has been considered in the context of the authorised scheme.

(3) The SIP must be submitted in writing to the MMO no later than six months prior to the commencement of piling activities.

(4) In approving the SIP the MMO must be satisfied that the authorised scheme at the preconstruction stage, in-combination with other plans and projects, is in line with the JNCC Guidance.

(5) The approved SIP may be amended with the prior written approval of the MMO, in consultation with the relevant statutory nature conservation body, where the MMO remains satisfied that the Project, in-combination with other plans or projects at the pre-construction stage, is in line with the JNCC Guidance.

Approval of programmes, statements etc

15.—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 13 must be submitted for approval at least six months before the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(2) The MMO must determine an application for approval made under conditions 13 and 14 within a period of six months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(3) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under conditions 13 and 14, unless otherwise agreed in writing by the MMO.

Offshore safety management

16. Any part of the authorised scheme must not be commenced until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed all MCA recommendations as appropriate to the authorised scheme contained within MGN654 "Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues" (or any equivalent guidance that replaces or supersedes it) and its annexes.

Reporting of engaged agents, contractors and vessels

17.—(1) The undertaker must provide the following information in writing to the MMO—

(a) the name, function, company number (if applicable), registered or head office address (as appropriate) of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and

(b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

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

(3) Any changes to the supplied details must be notified to the MMO in writing at least 24 hours before the agent, contractor or vessel engages in the licensed activities.

Pre-construction monitoring and surveys

18.—(1) The undertaker must, in discharging condition 13(1)(b), submit a monitoring plan or plans in accordance with the in principle monitoring plan for written approval in writing by the MMO in consultation with the relevant statutory nature conservation body, which must contain details of proposed monitoring and surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report.

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

(3) The baseline report proposals submitted under sub-paragraph (1) must ensure that the outcome of the agreed surveys, together with existing data and reports, are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(4) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed in writing with the MMO, include, but not be limited to, the need to undertake—

(a) a survey to determine the location, extent and composition of habitats of principal importance, Annex 1 subtidal habitat, habitat with suitability for sandeel or surficial deposits of glacial till in the parts of the Order limits in which it is proposed to carry out construction works;

(b) a swath-bathymetry survey to IHO Order 1a standard that meets the requirements MGN654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works including an appropriate buffer around the location of each work;

(c) undertake any monitoring required by the SIP submitted in accordance with condition 14; and

(d) undertake or contribute to any marine mammal monitoring referred to in the marine mammal mitigation protocol submitted in accordance with condition 13(1)(g).

(5) The undertaker must carry out the surveys specified within the monitoring plan or plans in accordance with that plan or plans, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

(6) When any surveys are carried out in accordance with sub-paragraph (5) a survey report must be submitted to the MMO following completion of the relevant survey. Any report submitted under this sub-paragraph must be submitted prior to the commencement of licensed activities for the relevant stage.

Construction monitoring and surveys

19.—(1) The undertaker must, in discharging condition 13(1)(b), for each phase of construction submit details (which accord with the in principle monitoring plan) for approval in writing by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring and surveys, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

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

(3) The undertaker must carry out the surveys approved under sub-paragraph (1), including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the

agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

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

(5) The undertaker must carry out the surveys specified in the construction monitoring plan in accordance with that plan, including any further noise monitoring required in writing by the MMO under sub-paragraph (4), unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

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

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

Post-construction monitoring and surveys

20.—(1) The undertaker must, in discharging condition 13(1)(b), submit details (which accord with the in principle monitoring plan) for approval in writing by the MMO in consultation with the relevant statutory nature conservation bodies of proposed post-construction monitoring and surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results.

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

(3) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to—

(a) undertake a survey to determine any change in the location, extent and composition of any habitats of principal importance, Annex 1 subtidal habitat, habitat with suitability for sandeel or surficial deposits of glacial till identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey and the construction benthic surveys;

(b) undertake, within twelve months of completion of the licensed activities, a full sea floor coverage swath-bathymetry survey to IHO Order 1a standard that meets the requirements of MGN654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables (including fibre optic cables) have been buried or protected;

(c) undertake any monitoring required by the SIP submitted in accordance with condition 14;

(d) undertake post-construction vessel traffic monitoring in accordance with the outline vessel traffic monitoring plan by automatic identification system for a duration of three consecutive years following the completion of construction of the authorised project, unless otherwise agreed in writing by the MMO, with provision for a report to be submitted annually to the MMO, Trinity House and the MCA; and

(e) undertake any marine mammal monitoring referred to in the marine mammal mitigation protocol submitted in accordance with condition 13(1)(g);

(4) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(5) In the event that the reports provided to the MMO under sub-paragraph (4) identify a need for additional monitoring, the requirement for any additional monitoring will be agreed with the MMO in writing and implemented as agreed.

Reporting of scour and cable protection

21.—(1) No more than four months following completion of the construction of the authorised scheme, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection and scour protection used for the authorised scheme.

(2) The report must include the following information—

(a) the location of cable protection and scour protection;

(b) the volume of cable protection and scour protection; and

(c) any other information relating to the cable protection and scour protection as agreed between the MMO and the undertaker.

(3) Where any cable protection or scour protection is replenished following completion of construction the undertaker must submit an updated report in accordance with sub-paragraph (2) in writing to the MMO and the relevant statutory nature conservation bodies no more than four months following completion of the relevant replenishment being deposited.

Completion of construction

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

(a) As built plans;

(b) Latitude and longitude co-ordinates of the centre point of the location for each offshore converter platform, provided as Geographical Information System data referenced to WGS84 datum; and

details of the latitude and longitude co-ordinates of the export cables, provided as Geographical Information System data referenced to WGS84 datum.

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

Collaboration

23.—(1) Prior to submission of plans and documentation required to be submitted to the MMO for approval in accordance with conditions 14 and 15, the undertaker must provide a copy of the relevant plans and documentation to DBSEL to enable DBSEL to provide any comments on the plans and documentation to the undertaker.

(2) The plans and documentation submitted to the MMO for approval in accordance with conditions 14 and 15 must be accompanied by any comments received by the undertaker from DBSEL in accordance with sub-paragraph (1) or a statement from the undertaker confirming that no such comments were received.

Reporting of impact pile driving

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

(a) no less than six months prior to the commencement of each phase of construction of the licensed activities, information on the expected location, start and end dates of impact pile driving to satisfy the Marine Noise Registry's Forward Look requirements:

(b) within two weeks after commencement of each phase of construction of the licensed activities, information on the location, start and end dates of impact pile driving to satisfy the Marine Noise Registry's Forward Look requirements; and

(c) at six-month intervals following the commencement of pile driving, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry's Close Out requirements by 7 April for winter season October to March inclusive and 7 October for summer season April to September inclusive or within 12 weeks of completion of impact pile driving whichever is earlier.

(2) The undertaker must notify the MMO in writing of the successful submission of Forward Look or Close Out data pursuant to paragraph (1) above within seven days of the submission.

(3) For the purpose of this condition, "Forward Look" and "Close Out" mean the requirements as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) as amended, updated, or superseded from time to time.

Maintenance reporting

25.—(1) An annual maintenance report must be submitted to the MMO in writing within one month following the first anniversary of the date of commencement of operations, and every year thereafter until the permanent cessation of operation.

(2) The report must provide a record of the licensed activities undertaken as set out in condition 5 during the preceding year, the timing of activities and methodologies used.

(3) Every fifth year, the undertaker must submit to the MMO in writing, within one month of that date, a consolidated maintenance report, which will—

(a) include a review of licensed activities undertaken during the preceding five years with reference to the reports submitted in accordance with condition 25(1) of this licence.

(b) reconfirm the applicability of the methodologies and frequencies of the licensable activities permitted by this licence for the remaining duration of this licence.

Sediment Sampling

26.—(1) The undertaker must submit a sample plan request in writing to the MMO for written approval of a sample plan.

(2) The sample plan request must be made—

(a) for capital dredging, at least six months prior to the commencement of any capital dredging; or

(b) for maintenance dredging, at least six months prior to the end of every third year from the date of the previous sediment sample analysis.

(3) The sample plan request must include details of—

(a) the volume of material to be dredged;

(b) the location of the area to be dredged;

(c) details of the material type proposed for dredging;

(d) the type and dredging methodology (including whether it is a capital or maintenance dredge, depth of material to be dredged and proposed programme for the dredging activities); and

(e) the location and depth of any supporting samples.

(4) Unless otherwise agreed by the MMO, the undertaker must undertake the sampling in accordance with the approved sample plan.

[Noise restriction

27.—(1) No piling activity can commence within Work No. 2B during the herring spawning season until a herring spawning piling restriction plan (in accordance with the herring spawning plan) is submitted to and approved in writing by the MMO, in consultation with the relevant statutory nature conservation body.

(2) The herring spawning piling restriction plan must be submitted to the MMO no later than six months prior to the commencement of the relevant activities unless otherwise agreed in writing by the MMO.

(3) The herring spawning piling restriction plan must present updated underwater noise modelling, which must be based on final project parameters to be used to install piles and must include details of any mitigation measures to be employed.

(4) If the updated underwater noise modelling referred to in sub-paragraph (3) above demonstrates that noise levels above 135 decibel from any piling area within Work No. 2B will impact the area shoreward of the Herring Spawning Noise Restriction Boundary during the herring spawning season then any piles located within that piling area must not be installed during the herring spawning season without written approval from the MMO.

(5) Any piling activity within Work No. 2B during the herring spawning season must be undertaken in accordance with the approved herring spawning piling restriction plan approved under sub-paragraph (1) or in accordance with any approval given by the MMO under sub-paragraph (4) above.

(6) In this condition—

"Herring Spawning Noise Restriction Boundary" means the boundary indicated by the red line on the herring spawning plan, with the restricted area being the area shoreward of this boundary

"herring spawning plan" means the document certified by the Secretary of State as the herring spawning plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified)

"herring spawning season" means 1 August to 31 October inclusive or such other period as agreed in writing with the MMO;

"piling area" means any area within Work No. 2B within which one or more piled foundations is proposed to be installed.]

Export cable restriction

28.—(1) The cable installation works listed at sub-paragraphs (a) – (f) below must not be undertaken on the seabed within the restricted area during the restricted period, unless otherwise agreed in writing by the MMO—

(a) pre-sweeping;

(b) dredging;

(c) mechanical ploughing;

(d) cutting;

(e) water jetting; and

(f) cable burial operations.

(2) No later than sixteen weeks (or such other period as agreed by the MMO in writing) prior to the commencement of any licensed activities in sub-paragraph (1) within Work No. 3B, a Back Calculation Technical Report, which must include details of the restricted period, must be submitted to the MMO for approval.

(3) The licensed activities in sub-paragraph (1) within Work No. 3B must not commence until the MMO has approved the Back Calculation Technical Report.

(4) In this condition—

"Back Calculation Technical Report" means an updated version of environmental statement Appendix 10-3, which must include evidence to support the restricted period;

"cable installation works restricted area plan" means the plan certified by the Secretary of State as the cable installation works restricted area plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"restricted area" means the area of seabed within Work No. 3B between KP20 and KP40 as shown on the cable installation works restricted area plan";

"restricted period" means 1 August to 31 October inclusive or such other period indicated by the Back Calculation Technical Report as the period when herring are most likely to have spawned and where eggs and newly hatched larvae should be undisturbed to avoid any adverse impacts to those eggs or larvae and any such alternative period must be agreed with the MMO in writing.

SCHEDULE 14

Article 35

Deemed Marine Licence 5: DBS East Project Offshore Transmission – Work Nos. 5A, and 7A

PART 1

Licensed marine activities

Interpretation

1.—(1) In this deemed marine licence—

"the 2004 Act" means the Energy Act 2004;

"the 2008 Act" means the Planning Act 2008;

"the 2009 Act" means the Marine and Coastal Access Act 2009;

"the 2017 Regulations" means the Conservation of Offshore Marine Habitats and Species Regulations 2017;

"Annex I subtidal habitat" means a subtidal habitat of a type listed in Annex I to Council Directive 92/43/EEC on the conservation of natural habitats and of wild fauna and flora;

"array cable" means a cable linking the wind turbine generators to each other and to the offshore converter platforms;

"authorised deposits" means the substances and articles specified in paragraph 4 of Part 1 of this deemed marine licence;

"authorised scheme" means Work No. 5A and 7A and the further associated development described in paragraph 3 of Part 1 of this deemed marine licence or any part of that work or development;

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

"cable" means any offshore cable and includes direct-lay cables and cables laid in cable ducts and further includes fibre optic and other communications cables either within the cable or laid alongside;

“cable crossing” means the crossing of existing subsea cables and pipelines by the array, inter-platform or export cables authorised by the Order and forming part of the authorised scheme together with physical protection measures including cable protection;

“cable protection” means measures to protect cables forming part of the authorised scheme from physical damage and exposure due to loss of seabed sediment including, but not limited to, rock placement, concrete mattresses with or without frond devices, protective aprons or coverings, bagged solutions filled with sand, rock, grout or other materials and protective shells;

“cable statement” means the document certified by the Secretary of State as the cable statement for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“commence” means the first carrying out of any licensed marine activities authorised by this deemed marine licence, save for pre-construction monitoring surveys approved under this deemed marine licence, and “commenced” and “commencement” must be construed accordingly;

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

“DBSEL” means RWE Renewables UK Dogger Bank South (East) Limited, company number 13656240, whose registered office is Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, England, SN5 6PB;

“DBS East” means the Dogger Bank South East Offshore Wind Farm;

“DBS East Project” means the DBS East Project offshore works and the DBS East Project onshore works;

“DBS East Project offshore works” means Work Nos. 1A to 8A and any other authorised development associated with those works;

“DBS East Project onshore works” means Work Nos. 9A to 34A and any other authorised development associated with those works;

“DBS West offshore works” means Work Nos. 1B to 8B and any authorised development associated with those works;

“DBS West Project” means the DBS West Project onshore works and the DBS West Project offshore works;

“DBS West Project onshore works” means Work Nos. 9B to 34B and any other authorised development associated with those works;

“DBSWL” means RWE Renewables UK Dogger Bank South (West) Limited, company number 13656525, whose registered office is Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, England, SN5 6PB;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands, B75 7RL and any successor body to its functions;

“disposal ground 1 (DBS East)” means the site to be used for disposal of inert material of natural origin produced during construction drilling and seabed preparation for foundation works and cable sandwave clearance for the DBS East Project offshore works as shown on the Disposal Site Plan and with MMO disposal site reference DG036;

“disposal ground 2 (DBS West)” means the site to be used for disposal of inert material of natural origin produced during construction drilling and seabed preparation for foundation works and cable sandwave clearance for the DBS West offshore works as shown on the Disposal Site Plan and with MMO disposal site reference DG035;

“Disposal Site Plan” means the plan certified by the Secretary of State as the Disposal Site Plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“Dropped Object Procedure Form” means the MMO notification proforma with reference MLDIR1 for reporting the loss or dumping of synthetic materials and other refuse at sea or any other format advised in writing by the MMO;

“environmental statement” means the document certified by the Secretary of State as the environmental statement for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“habitats of principal importance” “means a habitat designated as being of principal importance in accordance with section 41 (biodiversity lists and action (England)) of the Natural Environment and Rural Communities Act 2006;

“HAT” means highest astronomical tide;

“HVAC” means high voltage alternating current;

“in principle monitoring plan” means the document certified by the Secretary of State as the in principle monitoring plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“inter-platform cable” means a cable linking the offshore converter platforms;

“intrusive activities” means activities including anchoring of vessels, jacking up of vessels, and temporary wet storage areas;

“JNCC Guidance” means the statutory nature conservation body ‘Guidance for assessing the significance of noise disturbance against Conservation Objectives of harbour porpoise SACs’ Joint Nature Conservation Committee Report No.654, May 2020 published in June 2020 as amended, updated or superseded from time to time;

“maintain” includes inspect, upkeep, repair, adjust, alter, remove, reconstruct and replace (including replenishment of cable protection), but does not include the removal, reconstruction or replacement of foundations associated with the authorised scheme, to the extent assessed in the environmental statement; and “maintenance” must be construed accordingly;

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

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

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

“MHWS” or “mean high water springs” means the average throughout the year of two successive high waters during a 24-hour period in each month when the range of the tide is at its greatest (Spring tides);

“MLWS” or “mean low water springs” means the lowest level that spring tides reach on average over a period of time;

“offshore order limits and grid coordinates plan” means the plan certified by the Secretary of State as the offshore order limits and grid coordinates plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“Order” means The Dogger Bank South East and West Offshore Wind Farms Order 20[ ];

“Order limits” means the limits shown on the offshore order limits and grid coordinates plans within which the authorised scheme may be carried out and the grid coordinates for Work Nos. 8A and 8B are set out in paragraph 5 of Part 1 of this deemed marine licence;

“outline fisheries liaison and co-existence plan” means the document certified by the Secretary of State as the outline fisheries liaison and co-existence plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“outline offshore operations and maintenance plan” means the document certified by the Secretary of State as the outline offshore operations and maintenance plan for the purposes of

the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline project environmental management plan" means the document certified by the Secretary of State as the outline project environmental management plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline scour protection plan" means the document certified by the Secretary of State as the outline scour protection plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified) ;

"outline written scheme of investigation (offshore)" means the document certified by the Secretary of State as the outline written scheme of investigation (offshore) for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"scour protection" means measures to prevent loss of seabed sediment around any structure placed in or on the seabed including by the use of bagged solutions, filled with grout or other materials, protective aprons, mattresses with or without frond devices, flow energy dissipation devices and rock and gravel placement;

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

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

"Trinity House" means the Corporation of Trinity House of Deptford Strond;

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

"undertaker" means DBSEL;

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

"VHF" means very high frequency;

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

"works plans" means the works plans (offshore) and the works plans (onshore);

"works plans (offshore)" means the plans certified by the Secretary of State as the works plans (offshore) for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified); and

"works plans (onshore)" means the plans certified by the Secretary of State as the works plans (onshore) for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified).

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

(3) In this deemed marine licence, unless otherwise indicated—

(**a**) S.I. 2017/1012
(**b**) S.I. 2017/1013

(a) all times are Greenwich Mean Time ("GMT");

(b) all coordinates are latitude and longitude degrees and minutes to two decimal places.

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

(a) Historic England
37 Tanner Road
York
YO1 6WP

(b) Marine Management Organisation
Marine Licensing Team
Lancaster House
Hampshire Court
Newcastle upon Tyne
NE4 7YH
Tel: 0300 123 1032

(c) Marine Management Organisation (local office)
Room 13, Ground Flood
Crosskill House
Mill Lane
Beverley
HU17 9JB
Tel: 0208 026 0519

(d) Maritime and Coastguard Agency
UK Technical Services Navigation
Spring Place
105 Commercial Road
Southampton
SO15 1EG
Tel: 020 3817 2433
Email: navigationsafety@mcga.gov.uk

(e) Natural England
4th Floor
Foss House
1-2 Peasholme Green
York
YO1 7PX
Tel: 0300 060 4911

(f) Trinity House
Tower Hill
London
EC3N 4DH
Tel: 020 7481 6900

(g) United Kingdom Hydrographic Office
Admiralty Way
Taunton
Somerset
TA1 2DN
Tel: 01823 337 900

(5) Unless otherwise advised in writing by the MMO, the address for electronic communication with the MMO for the purposes of this licence is marine.consents@marinemanagement.org.uk, or where contact to the Local Office of the MMO is required, beverley@marinemanagement.org.uk.

Details of licensed marine activities

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

(a) the deposit at sea within the Order limits seaward of MHWS of the substances and objects specified in paragraph 4 below and, when combined with the disposal authorised within disposal ground 1 (DBS East) by the deemed marine licences granted under Schedules 10, 12 and 14A of the Order, of up to 4,242,327 cubic metres (being a maximum, not an approximate upper figure) of inert material of natural origin produced during construction drilling or seabed preparation for foundation works, cable works and boulder clearance works at disposal site references to be provided to the MMO within disposal ground 1 (DBS East) and any other disposal sites approved in writing by the MMO;

(b) the deposit at sea within the Order limits seaward of MHWS of the substances and objects specified in paragraph 4 below and, when combined with the disposal authorised within disposal ground 2 (DBS West) by the deemed marine licences granted under Schedules 11, 13 and 14A of the Order, of up to 2,258,194 cubic metres (being a maximum, not an approximate upper figure) of inert material of natural origin produced during construction drilling or seabed preparation for foundation works, cable works and boulder clearance works at disposal site references to be provided to the MMO within disposal ground 2 (DBS West);

(c) the construction of works in or over the sea or on or under the sea bed;

(d) dredging for the purposes of seabed preparation for foundation works or cable works;

(e) the removal of sediment samples for the purposes of informing environmental monitoring under this deemed marine licence during pre-construction, construction and operation;

(f) boulder clearance works by displacement ploughing or subsea grab technique or any other comparable method;

(g) removal of static fishing equipment; and

(h) site preparation works.

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

Work No. 5A—

Up to three HVAC subsea export cables linking Work Nos. 2A and 2B providing an electrical connection between Work Nos. 1A and 1B, including cable crossings and cable protection;

Work No. 7A—

A temporary work area associated with Work Nos. 1A to 5A for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1A to 5A;

In connection with such Work Nos. 5A and 7A and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised

scheme and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence, including—

(a) scour protection around the foundations of the offshore structures;

(b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;

(c) the removal of material from the seabed required for the construction of Work Nos. 5A and 7A and the disposal of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works, cable installation preparation such as sandwave clearance, and boulder clearance;

(d) removal of static fishing equipment;

(e) temporary landing places, moorings or other means of accommodating vessels in the construction or maintenance of the authorised scheme;

(f) creation and use of temporary laydown areas, use of cable lay vessel anchors;

(g) lighting.

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

(a) iron, steel, copper and aluminium;

(b) stone and rock;

(c) concrete and grout;

(d) sand and gravel;

(e) cement bound sand;

(f) natural soils;

(g) plastic and synthetic material;

(h) drilling fluid;

(i) material extracted from within the Order limits during construction drilling or seabed preparation for foundation works and cable installation preparation works;

(j) weights used for the calibration of vessels, consisting of a hessian sack, metal shackles or chains; and

(k) marine coatings, other chemicals and timber.

5. The grid coordinates for that part of the authorised scheme comprising Work Nos. 5A and 7A are specified below—

Point ID	*Latitude (DMS)*	*Longitude (DMS)*
1	54° 33.7017′ N	1° 20.55955′ E
2	54° 33.84869′ N	1° 20.16118′ E
3	54° 34.09052′ N	1° 19.9387′ E
4	54° 42.68808′ N	1° 19.11958′ E
5	54° 42.89576′ N	1° 19.19192′ E
6	54° 43.00532′ N	1° 19.2987′ E
7	54° 43.10223′ N	1° 19.45603′ E
8	54° 44.18515′ N	1° 21.7125′ E
9	54° 44.28093′ N	1° 22.03856′ E
10	54° 44.30046′ N	1° 22.32068′ E
11	54° 44.26468′ N	1° 22.62418′ E
12	54° 39.02878′ N	1° 44.92686′ E
13	54° 38.84907′ N	1° 45.31024′ E
14	54° 38.57165′ N	1° 45.4825′ E
15	54° 34.74598′ N	1° 58.90264′ E
16	54° 34.77086′ N	1° 59.72884′ E

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17	54° 34.67215′ N	2° 0.18106′ E
18	54° 34.47546′ N	2° 0.46972′ E
19	54° 24.47523′ N	2° 8.98399′ E
20	54° 24.09368′ N	2° 8.92387′ E
21	54° 23.82918′ N	2° 8.43359′ E
22	54° 21.08378′ N	1° 54.2778′ E
23	54° 21.0601′ N	1° 53.90188′ E
24	54° 21.14588′ N	1° 53.48645′ E
25	54° 21.33732′ N	1° 53.18358′ E
26	54° 29.82331′ N	1° 45.86969′ E
27	54° 30.75742′ N	1° 40.25123′ E
28	54° 31.81809′ N	1° 33.61066′ E
29	54° 31.68029′ N	1° 33.16936′ E
30	54° 31.68491′ N	1° 32.6914′ E

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

7. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this deemed marine licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence apply only to a transfer not falling within article 5 (benefit of order) of the Order.

8.—(1) With respect to any condition which requires the licensed activities be carried out in accordance with the details, plans or schemes approved under this deemed marine licence, the approved details, plans or schemes are taken to include any amendments that may subsequently be approved in writing by the MMO.

(2) Any amendments to or variations from the approved details, plans or schemes must be in accordance with the principles and assessments set out in the environmental statement and approval of an amendment or variation may only be given where it has been demonstrated to the satisfaction of the MMO that it is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

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

PART 2

Conditions

Design parameters

Cables and cable protection

1.—(1) Within Work No. 5A the inter-platform cables must not, in total—

(a) exceed 3 in number;

(b) exceed 138 kilometres in length;

(c) exceed 12 cable crossings;

(d) have cable protection (including cable crossings) exceeding 286,808 square metres in area; or

(e) have cable protection (including cable crossings) exceeding 260,234 cubic metres in volume.

(2) The inter-platform cables within Work No. 5A which falls within the Dogger Bank Special Area of Conservation must not have cable protection exceeding 10% of the length of such cables, when combined with the offshore export cables, array cables and inter-platform cables authorised by the deemed marine licences granted under Schedules 10 – 13 and 14A of the Order.

Phases of authorised scheme

2.—(1) The authorised scheme must not commence until an offshore works phasing scheme setting out the phases of construction of the authorised scheme has been submitted to and approved in writing by the MMO.

(2) The authorised scheme must be submitted at least 6 months prior to the proposed commencement of the works.

(3) Any subsequent amendments to the offshore works phasing scheme submitted for approval under sub-paragraph (1) must be submitted to the MMO for approval in writing'.

(4) The offshore works phasing scheme submitted for approval under subparagraph (1) must be implemented as approved. The approved details shall be taken to include any amendment that may subsequently be approved by the MMO in accordance with sub-paragraph (3).

Maintenance of the authorised scheme

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

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

(a) Bird waste and marine growth removal;

(b) Surveys/inspections of cables;

(c) Cable remedial burial;

(d) Cable protection replenishment;

(e) Cable repairs and replacement;

(f) Access ladder and boat landing replacement; and

(g) J-tube repair/replacement.

(3) Operation of the licensed activities must not commence until an offshore operations and maintenance plan substantially in accordance with the outline offshore operations and maintenance plan has been submitted to and approved in writing by the MMO. The operations and maintenance plan must include, but is not limited to—

(a) a list of maintenance activities within the marine environment that are planned for the lifetime of the licensed activities;

(b) details of the typical construction plant, machinery and personnel requirements for each maintenance activity and any requirements for detailed method statements;

(c) details of the typical frequency and timing of each maintenance activity; and

(d) details of controls and mitigation that will be in place in order to protect the marine environment.

(4) The offshore operations and maintenance plan must be reviewed every three years commencing from the date on which the plan was approved, unless otherwise agreed by the MMO, to ensure the details of the maintenance activities remain accurate. The conclusions of that review must be submitted to and approved by the MMO in writing.

(5) The offshore operations and maintenance plan must be implemented as approved by the MMO.

(6) Unless otherwise agreed in writing with the MMO, the undertaker must submit—

(a) the first offshore operations and maintenance plan at least 6 months prior to the operation of the licensed activities;

(b) any revised offshore operations and maintenance plan submitted in accordance with sub-paragraph (4) at least 6 months before such revised plan is required to be put in place; and

(c) where additional maintenance activities are identified that are not included in the approved offshore operations and maintenance plan, or any revised plan approved in accordance with sub-paragraph (4), an updated offshore operations and maintenance plan including the additional maintenance activities must be submitted to and approved by the MMO in writing as soon as possible after the need for such additional maintenance activities is identified.

Extension of time periods

4. Any time period given in this deemed marine licence to either the undertaker or the MMO may be extended with the agreement of the other party in writing, such agreement not to be unreasonably withheld or delayed.

Notifications and inspections

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

(a) a copy of this deemed marine licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—

(i) all agents and contractors notified to the MMO in accordance with condition 13;

(ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 13; and

(b) the undertaker must confirm in writing to the MMO within 28 days of a copy of this deemed marine licence and any subsequent amendments or revisions to it being provided to the persons listed in sub-paragraph (1)(a) that the required information has been provided.

(2) Only those persons and vessels notified to the MMO in accordance with condition 18 are permitted to carry out the licensed activities.

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

(a) the undertaker's registered address;

(b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and

(c) on board each vessel and at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

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

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

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

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

(a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data;

(b) as soon as reasonably practicable and no later than 24 hours of completion of the DBS East Project offshore works and the DBS West Project offshore works,

and confirmation of notification must be provided to the MMO within five days.

(8) The undertaker must ensure that a local notification to mariners is issued at least 14 days prior to the commencement of the authorised scheme or any part thereof advising of the start date of each of Work Nos. 5A and 7A and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) The undertaker must ensure that local notifications to mariners are updated and reissued at weekly intervals during construction activities and at least five days before any planned operations (unless otherwise agreed in writing by the MMO) and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction programme and monitoring plan approved under condition 11(1)(b). Copies of all notices must be provided to the MMO, UKHO and the MCA within five days.

(10) The undertaker must notify UKHO and the MCA of the commencement (within ten days), progress and completion of construction (within ten days) of the licensed activities in order that all necessary amendments to nautical and aeronautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days of the notification.

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

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

(13) The undertaker must notify the MMO in writing a minimum of five days in advance of the commencement of each discrete incident of cable repair, replacement, or protection replenishment activity. Such a notification must include proposed timings and a description of proposed methodologies.

(14) The undertaker must ensure that the MMO, the MMO Local Office, local mariners, local fishermen's organisations and the Source Data Receipt Team at the UK Hydrographic Office, Taunton, Somerset, TA1 2DN (sdr@ukho.gov.uk) are notified within five days of completion of each instance of cable repair, replacement or protection replenishment activity.

Aids to navigation

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

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

(a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;

(b) notice within 24 hours of any aids to navigation being established by the undertaker; and

(c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation in accordance with the frequencies set out in the aids to navigation management plan agreed pursuant to condition 11(1)(f) using the reporting system provided by Trinity House.

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

(5) In the event that the provisions of condition 5(11) or condition 5(12) are invoked, the undertaker must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

Not used

7. NOT USED

Aviation safety

8.—(1) The undertaker must exhibit such lights, with such shape, colour and character as are required in writing by the Air Navigation Order 2016(**a**) and determined necessary for aviation safety in consultation with the Defence Infrastructure Organisation Safeguarding and as directed by the Civil Aviation Authority.

(2) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, the Civil Aviation Authority and the MMO, as soon as reasonably practicable and at least 14 days prior to the commencement of the authorised scheme, in writing of the following information—

(a) the date of the commencement of construction of the authorised scheme;

(b) the date any wind turbine generators are to be installed;

(c) the maximum height of any construction equipment or vessels to be used;

(d) the maximum height of each wind turbine generator to be constructed;

(e) the latitude and longitude of each wind turbine generator to be constructed;

and the Defence Infrastructure Organisation Safeguarding and the Civil Aviation Authority must be notified of any changes to the information supplied under this paragraph and of the completion of the construction of the authorised scheme. Copies of notifications must be provided to the MMO within 5 days.

Chemicals, drilling and debris

9.—(1) The undertaker must ensure that any coatings and treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by the Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

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

(3) The undertaker must inform the MMO in writing of the location and quantities of material disposed of each month under this deemed marine licence by submission of a disposal return by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive and must provide a null return if no activity has taken place during the reporting period.

(**a**) S.I. 2016/765.

(4) The undertaker must ensure that only inert material of natural origin, produced during pre-sweeping sandwave clearance where relevant, the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within the Order limits seaward of MHWS.

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

(6) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss in writing to the local enforcement office within 24 hours and if the MMO, in consultation with the MCA and Trinity House, reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must, in that event, demonstrate to the MMO that reasonable attempts have been made to locate, remove or move any such material.

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

(8) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 11(1)(d)(i).

(9) Debris or dropped objects which are considered a danger or hazard to navigation must be reported as soon as reasonably practicable but no later than six hours from the undertaker becoming aware of an incident, to the relevant HM Coastguard Maritime Rescue Co-ordination Centre by telephone (0344 382 0580), and the UK Hydrographic Office email: navwarnings@btconnect.com.

(10) All dropped objects including those in sub-paragraph (9) must be reported to the MMO using the Dropped Object Procedure Form (including any updated form as provided by the MMO) as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident, unless otherwise agreed in writing by the MMO.

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

Force majeure

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

Pre-construction plans and documentation

11.—(1) The licensed activities or any phase of those activities must not commence until the following (insofar as relevant to that activity or phase of activity) have been submitted to and approved in writing by the MMO, in consultation with Trinity House, the MCA, the relevant statutory nature conservation body and UKHO as appropriate—

(a) A layout plan setting out proposed details of the authorised scheme, including the:

(i) proposed layout of all cables;

(ii) location and specification of all other aspects of the authorised scheme; and

(iii) any exclusion zones or micro-siting requirements identified pursuant to 11(1)(e)(iv) or relating to any habitats of principal importance, Annex I subtidal habitat or surficial deposits of glacial till identified as part of surveys undertaken in accordance with condition 14;

to ensure conformity with the description of Work Nos. 5A and 7A and compliance with condition 1;

(b) a construction programme and monitoring plan (which accords with the in principle monitoring plan) which, save in respect information submitted pursuant to sub-paragraph (b)(iii)(aa), is to be submitted to the MMO at least six months prior to commencement of licensed activities and to include details of—

(i) the proposed construction start date;

(ii) proposed timings for mobilisation of plant, delivery of materials and installation works;

(iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction surveys and monitoring and related reporting in accordance with conditions 16, 17 and 18 to be submitted to the MMO in accordance with the following (unless otherwise agreed in writing with the MMO)—

(aa) at least six months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed pre-construction monitoring;

(bb) at least six months prior to construction, detail on construction monitoring; and

(cc) at least six months prior to commissioning, detail of post-construction (and operational) monitoring;

(iv) an indicative written construction programme for all cables including fibre optic cables comprised in the works at Part 1 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above); and

(v) a monitoring plan setting out the circumstances in which monitoring will be required and the monitoring to be carried out in such circumstances;

(c) a construction method statement (in accordance with the cable statement), including details of—

(i) cable burial, specification, installation and monitoring to include—

(aa) the technical specification of cables below MHWS;

(bb) a detailed cable laying plan for the authorised scheme, incorporating a detailed burial risk assessment encompassing the identification of any cable protection that exceeds 5 percent of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5 percent of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or similar such assessment to ascertain suitable burial depths and cable laying techniques, including cable protection; and

(cc) proposals for monitoring cables including cable protection until the authorised scheme is decommissioned which includes a risk-based approach to the management of unburied or shallow buried cables;

(ii) a scour protection plan (in accordance with the outline scour protection plan) including details of scour protection and cable protection including details of the need, type, sources, quantity and installation methods for scour protection and cable protection, with details updated and resubmitted for approval if changes to it are proposed following cable laying operations;

(iii) cable installation methodology, including disposal of material extracted during seabed preparation for cable installation works and having regard to any mitigation scheme pursuant to sub-paragraph (1)(a);

(iv) advisory safe passing distances for vessels around the sites where the licensed activities are taking place;

(v) contractors;

(vi) vessels and vessel transit corridors;

(vii) associated ancillary works; and

(viii) guard vessels to be employed;

(d) a project environmental management plan (in accordance with the outline project environmental management plan) covering the period of construction and operation to include details of—

(i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents during construction and operation of the authorised scheme in relation to all activities carried out;

(ii) a chemical risk assessment, including information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance and standards;

(iii) waste management and disposal arrangements;

(iv) the appointment and responsibilities of a fisheries liaison officer;

(v) a fisheries liaison and coexistence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 5 and to address the interaction of the licensed activities with fishing activities;

(vi) a code of conduct for vessel operators to reduce risk of injury to mammals; and

(vii) procedures, which must be adopted within vessel transit corridors to minimise disturbance to red-throated diver during the period 1 November to 31 March (inclusive), which must be in accordance with the best practice protocol for minimising disturbance to red-throated diver;

(e) an archaeological written scheme of investigation in relation to the offshore Order limits seaward of MHWS, which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body to include—

(i) details of responsibilities of the undertaker, archaeological consultant and contractor;

(ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;

(iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;

(iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;

(v) monitoring of archaeological exclusion zones during and post construction;

(vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the Archaeological Data Service, by submitting an OASIS ('Online Access to the Index of archaeological investigations') form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO and Historic England that the OASIS form has been submitted to the Archaeological Data Service within two weeks of submission;

(vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and

(viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities;

(f) an aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, the MCA, the Civil Aviation Authority and UKHO specifying how the undertaker will ensure compliance with condition 6 from the

commencement of construction of the authorised scheme to the completion of decommissioning; and

(g) a navigation management plan to manage crew transfer vessels (including daughter craft) during the construction and operation of the authorised scheme;

(h) a final cable statement (in accordance with the cable statement); and

(i) a site specific chemical risk assessment, which must be submitted no later than ten weeks prior to use of the relevant chemical, for all chemicals (with the exception of chemicals present on the OSPAR List of Substances Used and Discharged Offshore which Are Considered to Pose Little or No Risk to the Environment) that have a pathway to the marine environment used for the marine licensed activities, outside the course of normal navigation, to include—

(i) the function of the chemical,

(ii) the quantities being used and the frequency of use; and

(iii) the physical, chemical, and ecotoxicological properties of the chemical.

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

(3) Any sediment removed from within the Dogger Bank Special Area of Conservation during construction of the authorised scheme must be disposed of within that part of the Dogger Bank Special Area of Conservation which falls within the Order limits.

(4) Each programme, statement, plan, protocol or scheme required to be approved under condition 11 must be submitted for approval at least six months before the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(5) The MMO must determine an application for approval made under condition 11 within a period of six months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(6) The licensed activities must be carried out in accordance with the programmes, statements, plans, protocols or schemes approved under condition 11 unless otherwise agreed in writing by the MMO.

(7) In sub-paragraphs 11(1)(d)(ii) and 11(1)(i) above—

(a) “pathway to the marine environment” means open systems or closed systems that require top up;

(b) “chemicals” comprise both substances and preparations;

(c) “preparation” means a mixture or solution composed of two or more substances; and

(d) “substance” means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition.

Offshore safety management

12. Any part of the authorised scheme must not be commenced until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed all MCA recommendations as appropriate to the authorised scheme contained within MGN654 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” (or any equivalent guidance that replaces or supersedes it) and its annexes.

Reporting of engaged agents, contractors and vessels

13.—(1) The undertaker must provide the following information in writing to the MMO—

(a) the name, function, company number (if applicable), registered or head office address (as appropriate) of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and

(b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

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

(3) Any changes to the supplied details must be notified to the MMO in writing at least 24 hours before the agent, contractor or vessel engages in the licensed activities.

Pre-construction monitoring and surveys

14.—(1) The undertaker must, in discharging condition 11(1)(b), submit a monitoring plan or plans in accordance with the in principle monitoring plan for written approval in writing by the MMO in consultation with the relevant statutory nature conservation body, which must contain details of proposed monitoring and surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report.

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

(3) The baseline report proposals submitted under sub-paragraph (1) must ensure that the outcome of the agreed surveys, together with existing data and reports, are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(4) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed in writing with the MMO, include, but not be limited to, the need to undertake—

(a) a survey to determine the location, extent and composition of habitats of principal importance, Annex 1 subtidal habitat, habitat with suitability for sandeel or surficial deposits of glacial till in the parts of the Order limits in which it is proposed to carry out construction works; and

(b) a swath-bathymetry survey to IHO Order 1a standard that meets the requirements MGN654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works including an appropriate buffer around the location of each work.

(5) The undertaker must carry out the surveys specified within the monitoring plan or plans in accordance with that plan or plans, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

(6) When any surveys are carried out in accordance with sub-paragraph (5) a survey report must be submitted to the MMO following completion of the relevant survey. Any report submitted under this sub-paragraph must be submitted prior to the commencement of licensed activities for the relevant stage.

Construction monitoring and surveys

15.—(1) The undertaker must, in discharging condition 11(1)(b), for each phase of construction submit details (which accord with the in principle monitoring plan) for approval in writing by the

MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring and surveys, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) The undertaker must carry out the surveys approved under sub-paragraph (1), and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(3) The undertaker must carry out the surveys specified in the construction monitoring plan in accordance with that plan, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

Post-construction monitoring and surveys

16.—(1) The undertaker must, in discharging condition 11(1)(b), submit details (which accord with the in principle monitoring plan) for approval in writing by the MMO in consultation with the relevant statutory nature conservation bodies of proposed post-construction monitoring and surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results.

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

(3) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to—

(a) undertake a survey to determine any change in the location, extent and composition of any habitats of principal importance, Annex I subtidal habitat, habitat with suitability for sandeel or surficial deposits of glacial till identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey and the construction benthic surveys;

(b) undertake, within twelve months of completion of the licensed activities, a full sea floor coverage swath-bathymetry survey to IHO Order 1a standard that meets the requirements of MGN654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables (including fibre optic cables) have been buried or protected; and

(c) undertake any monitoring required by the SIP submitted in accordance with condition 12.

(4) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(5) In the event that the reports provided to the MMO under sub-paragraph (4) identify a need for additional monitoring, the requirement for any additional monitoring will be agreed with the MMO in writing and implemented as agreed.

Reporting of scour and cable protection

17.—(1) No more than four months following completion of the construction of the authorised scheme, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection and scour protection used for the authorised scheme.

(2) The report must include the following information—

(a) the location of cable protection and scour protection;

(b) the volume of cable protection and scour protection; and

(c) any other information relating to the cable protection and scour protection as agreed between the MMO and the undertaker.

(3) Where any cable protection or scour protection is replenished following completion of construction the undertaker must submit an updated report in accordance with sub-paragraph (2) in writing to the MMO and the relevant statutory nature conservation bodies no more than four months following completion of the relevant replenishment being deposited.

Completion of construction

18.—(1) The undertaker must submit a close out report to the MMO, the MCA, Trinity House, UKHO and the relevant statutory nature conservation body within three months of the date of completion of construction. The close out report must confirm the date of completion of construction and must include details of the latitude and longitude co-ordinates of the export cables, provided as Geographical Information System data referenced to WGS84 datum.

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

Collaboration

19.—(1) Where DBSEL intend to submit plans and documentation required to be submitted to the MMO for approval in accordance with conditions 12 and 13, DBSEL must provide a copy of the relevant plans and documentation to DBSWL to enable DBSWL to provide any comments on the plans and documentation to DBSEL.

(2) The plans and documentation submitted to the MMO for approval in accordance with conditions 12 and 13 must be accompanied by any comments received by the undertaker from DBSWL in accordance with sub-paragraph (1) or a statement from the undertaker confirming that no such comments were received.

Maintenance reporting

20.—(1) An annual maintenance report must be submitted to the MMO in writing within one month following the first anniversary of the date of commencement of operations, and every year thereafter until the permanent cessation of operation.

(2) The report must provide a record of the licensed activities undertaken as set out in condition 3 during the preceding year, the timing of activities and methodologies used.

(3) Every fifth year, the undertaker must submit to the MMO in writing, within one month of that date, a consolidated maintenance report, which will—

(a) include a review of licensed activities undertaken during the preceding five years with reference to the reports submitted in accordance with condition 20 (1) of this licence.

(b) reconfirm the applicability of the methodologies and frequencies of the licensable activities permitted by this licence for the remaining duration of this licence.

Sediment Sampling

21.—(1) The undertaker must submit a sample plan request in writing to the MMO for written approval of a sample plan.

(2) The sample plan request must be made—

(a) for capital dredging, at least six months prior to the commencement of any capital dredging; or

(b) for maintenance dredging, at least six months prior to the end of every third year from the date of the previous sediment sample analysis.

(3) The sample plan request must include details of—

(a) the volume of material to be dredged;

(b) the location of the area to be dredged;

(c) details of the material type proposed for dredging;

(d) the type and dredging methodology (including whether it is a capital or maintenance dredge, depth of material to be dredged and proposed programme for the dredging activities); and

(e) the location and depth of any supporting samples.

(4) Unless otherwise agreed by the MMO, the undertaker must undertake the sampling in accordance with the approved sample plan.

Notification of works

22.—(1) The licensed activities or any phase of those activities must not be commenced until notification has been submitted to the MMO by the undertaker as to whether DBSWL intends to commence development of Work Nos. 5B and 7B.

(2) If the notification submitted under sub-paragraph (1) gives notice that DBSWL does intend to commence development of Work Nos. 5B and 7B, the undertaker must not commence any of the licensed activities.

SCHEDULE 14A

Article 35

Deemed Marine Licence 6: DBS West Project Offshore Transmission – Work Nos. 5B and 7B

PART 1

Licensed marine activities

Interpretation

1.—(1) In this deemed marine licence—

"the 2004 Act" means the Energy Act 2004;

"the 2008 Act" means the Planning Act 2008;

"the 2009 Act" means the Marine and Coastal Access Act 2009;

"the 2017 Regulations" means the Conservation of Offshore Marine Habitats and Species Regulations 2017;

"Annex I subtidal habitat" means a subtidal habitat of a type listed in Annex I to Council Directive 92/43/EEC on the conservation of natural habitats and of wild fauna and flora;

"array cable" means a cable linking the wind turbine generators to each other and to the offshore converter platforms;

"authorised deposits" means the substances and articles specified in paragraph 4 of Part 1 of this deemed marine licence;

"authorised scheme" means Work No. 5B and 7B and the further associated development described in paragraph 3 of Part 1 of this deemed marine licence or any part of that work or development;

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

“cable” means any offshore cable and includes direct-lay cables and cables laid in cable ducts and further includes fibre optic and other communications cables either within the cable or laid alongside;

“cable crossing” means the crossing of existing subsea cables and pipelines by the array, inter-platform or export cables authorised by the Order and forming part of the authorised scheme together with physical protection measures including cable protection;

“cable protection” means measures to protect cables forming part of the authorised scheme from physical damage and exposure due to loss of seabed sediment including, but not limited to, rock placement, concrete mattresses with or without frond devices, protective aprons or coverings, bagged solutions filled with sand, rock, grout or other materials and protective shells;

“cable statement” means the document certified by the Secretary of State as the cable statement for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

“commence” means the first carrying out of any licensed marine activities authorised by this deemed marine licence, save for pre-construction monitoring surveys approved under this deemed marine licence, and “commenced” and “commencement” must be construed accordingly;

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

“DBSEL” means RWE Renewables UK Dogger Bank South (East) Limited, company number 13656240, whose registered office is Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, England, SN5 6PB;

“DBS East” means the Dogger Bank South East Offshore Wind Farm;

“DBS East Project” means the DBS East Project offshore works and the DBS East Project onshore works;

“DBS East Project offshore works” means Work Nos. 1A to 8A and any other authorised development associated with those works;

“DBS East Project onshore works” means Work Nos. 9A to 34A and any other authorised development associated with those works;

“DBS West offshore works” means Work Nos. 1B to 8B and any authorised development associated with those works;

“DBS West Project” means the DBS West Project onshore works and the DBS West Project offshore works;

“DBS West Project onshore works” means Work Nos. 9B to 34B and any other authorised development associated with those works;

“DBSWL” means RWE Renewables UK Dogger Bank South (West) Limited, company number 13656525, whose registered office is Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, England, SN5 6PB;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands, B75 7RL and any successor body to its functions;

“disposal ground 1 (DBS East)” means the site to be used for disposal of inert material of natural origin produced during construction drilling and seabed preparation for foundation works and cable sandwave clearance for the DBS East Project offshore works as shown on the Disposal Site Plan and with MMO disposal site reference DG036;

“disposal ground 2 (DBS West)” means the site to be used for disposal of inert material of natural origin produced during construction drilling and seabed preparation for foundation works and cable sandwave clearance for the DBS West offshore works as shown on the Disposal Site Plan and with MMO disposal site reference DG035;

"Disposal Site Plan" means the plan certified by the Secretary of State as the Disposal Site Plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"Dropped Object Procedure Form" means the MMO notification proforma with reference MLDIR1 for reporting the loss or dumping of synthetic materials and other refuse at sea or any other format advised in writing by the MMO;

"environmental statement" means the document certified by the Secretary of State as the environmental statement for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"habitats of principal importance" "means a habitat designated as being of principal importance in accordance with section 41 (biodiversity lists and action (England)) of the Natural Environment and Rural Communities Act 2006;

"HAT" means highest astronomical tide;

"HVAC" means high voltage alternating current;

"in principle monitoring plan" means the document certified by the Secretary of State as the in principle monitoring plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"inter-platform cable" means a cable linking the offshore converter platforms;

"intrusive activities" means activities including anchoring of vessels, jacking up of vessels, and temporary wet storage areas;

"JNCC Guidance" means the statutory nature conservation body 'Guidance for assessing the significance of noise disturbance against Conservation Objectives of harbour porpoise SACs' Joint Nature Conservation Committee Report No.654, May 2020 published in June 2020 as amended, updated or superseded from time to time;

"maintain" includes inspect, upkeep, repair, adjust, alter, remove, reconstruct and replace (including replenishment of cable protection), but does not include the removal, reconstruction or replacement of foundations associated with the authorised scheme, to the extent assessed in the environmental statement; and "maintenance" must be construed accordingly;

"Marine Management Organisation" means the body created under the 2009 Act which is responsible for the regulation of this deemed marine licence or any successor of that function and "MMO" shall be construed accordingly;

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

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

"MHWS" or "mean high water springs" means the average throughout the year of two successive high waters during a 24-hour period in each month when the range of the tide is at its greatest (Spring tides);

"MLWS" or "mean low water springs" means the lowest level that spring tides reach on average over a period of time;

"offshore order limits and grid coordinates plan" means the plan certified by the Secretary of State as the offshore order limits and grid coordinates plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"Order" means The Dogger Bank South East and West Offshore Wind Farms Order 20[ ];

"Order limits" means the limits shown on the offshore order limits and grid coordinates plans within which the authorised scheme may be carried out and the grid coordinates for Work Nos. 8A and 8B are set out in paragraph 5 of Part 1 of this deemed marine licence;

"outline fisheries liaison and co-existence plan" means the document certified by the Secretary of State as the outline fisheries liaison and co-existence plan for the purposes of the Order

under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline offshore operations and maintenance plan" means the document certified by the Secretary of State as the outline offshore operations and maintenance plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline project environmental management plan" means the document certified by the Secretary of State as the outline project environmental management plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline scour protection plan" means the document certified by the Secretary of State as the outline scour protection plan for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline written scheme of investigation (offshore)" means the document certified by the Secretary of State as the outline written scheme of investigation (offshore) for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"scour protection" means measures to prevent loss of seabed sediment around any structure placed in or on the seabed including by the use of bagged solutions, filled with grout or other materials, protective aprons, mattresses with or without frond devices, flow energy dissipation devices and rock and gravel placement;

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

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

"Trinity House" means the Corporation of Trinity House of Deptford Strond;

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

"undertaker" means DBSWL;

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

"VHF" means very high frequency;

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

"works plans" means the works plans (offshore) and the works plans (onshore);

"works plans (offshore)" means the plans certified by the Secretary of State as the works plans (offshore) for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified); and

"works plans (onshore)" means the plans certified by the Secretary of State as the works plans (onshore) for the purposes of the Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified).

(**a**) S.I 2017/1012
(**b**) S.I 2017/1013

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

(3) In this deemed marine licence, unless otherwise indicated—

(a) all times are Greenwich Mean Time ("GMT");

(b) all coordinates are latitude and longitude degrees and minutes to two decimal places.

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

(a) Historic England
37 Tanner Road
York
YO1 6WP

(b) Marine Management Organisation
Marine Licensing Team
Lancaster House
Hampshire Court
Newcastle upon Tyne
NE4 7YH
Tel: 0300 123 1032

(c) Marine Management Organisation (local office)
Room 13, Ground Flood
Crosskill House
Mill Lane
Beverley
HU17 9JB
Tel: 0208 026 0519

(d) Maritime and Coastguard Agency
UK Technical Services Navigation
Spring Place
105 Commercial Road
Southampton
SO15 1EG
Tel: 020 3817 2433
Email: navigationsafety@mcga.gov.uk

(e) Natural England
4th Floor
Foss House
1-2 Peasholme Green
York
YO1 7PX
Tel: 0300 060 4911

(f) Trinity House

Tower Hill
London
EC3N 4DH
Tel: 020 7481 6900

(g) United Kingdom Hydrographic Office
Admiralty Way
Taunton
Somerset
TA1 2DN
Tel: 01823 337 900

(5) Unless otherwise advised in writing by the MMO, the address for electronic communication with the MMO for the purposes of this licence is marine.consents@marinemanagement.co.uk, or where contact to the Local Office of the MMO is required, beverley@marinemanagaement.org.uk.

Details of licensed marine activities

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

(a) the deposit at sea within the Order limits seaward of MHWS of the substances and objects specified in paragraph 4 below and, when combined with the disposal authorised within disposal ground 1 (DBS East) by the deemed marine licences granted under Schedules 10, 12 and 14 of the Order, of up to 4,242,327 cubic metres (being a maximum, not an approximate upper figure) of inert material of natural origin produced during construction drilling or seabed preparation for foundation works, cable works and boulder clearance works at disposal site references to be provided to the MMO within disposal ground 1 (DBS East) and any other disposal sites approved in writing by the MMO;

(b) the deposit at sea within the Order limits seaward of MHWS of the substances and objects specified in paragraph 4 below and, when combined with the disposal authorised within disposal ground 2 (DBS West) by the deemed marine licences granted under Schedules 11, 13 and 14 of the Order, of up to 2,258,194 cubic metres (being a maximum, not an approximate upper figure) of inert material of natural origin produced during construction drilling or seabed preparation for foundation works, cable works and boulder clearance works at disposal site references to be provided to the MMO within disposal ground 2 (DBS West);

(c) the construction of works in or over the sea or on or under the sea bed;

(d) dredging for the purposes of seabed preparation for foundation works or cable works;

(e) the removal of sediment samples for the purposes of informing environmental monitoring under this deemed marine licence during pre-construction, construction and operation;

(f) boulder clearance works by displacement ploughing or subsea grab technique or any other comparable method;

(g) removal of static fishing equipment; and

(h) site preparation works.

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

Work No. 5B—

Up to three HVAC subsea export cables linking Work Nos. 2A and 2B providing an electrical connection between Work Nos. 1A and 1B, including cable crossings and cable protection;

Work No. 7B—

A temporary work area associated with Work Nos. 1B to 5B for vessels to carry out intrusive activities and non-intrusive activities alongside Work Nos. 1B to 5B;

In connection with such Work Nos. 5B and 7B and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement and the provisions of this licence, including—

(a) scour protection around the foundations of the offshore structures;

(b) cable protection measures such as the placement of rock and/or concrete mattresses, with or without frond devices;

(c) the removal of material from the seabed required for the construction of Work Nos. 5B and 7B and the disposal of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works, cable installation preparation such as sandwave clearance, and boulder clearance;

(d) removal of static fishing equipment;

(e) temporary landing places, moorings or other means of accommodating vessels in the construction or maintenance of the authorised scheme;

(f) creation and use of temporary laydown areas, use of cable lay vessel anchors;

(g) lighting.

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

(a) iron, steel, copper and aluminium;

(b) stone and rock;

(c) concrete and grout;

(d) sand and gravel;

(e) cement bound sand;

(f) natural soils;

(g) plastic and synthetic material;

(h) drilling fluid;

(i) material extracted from within the Order limits during construction drilling or seabed preparation for foundation works and cable installation preparation works;

(j) weights used for the calibration of vessels, consisting of a hessian sack, metal shackles or chains; and

(k) marine coatings, other chemicals and timber.

5. The grid coordinates for that part of the authorised scheme comprising Work Nos. 5B and 7B are specified below—

Point ID	*Latitude (DMS)*	*Longitude (DMS)*
1	54° 33.7017′ N	1° 20.55955′ E
2	54° 33.84869′ N	1° 20.16118′ E
3	54° 34.09052′ N	1° 19.9387′ E
4	54° 42.68808′ N	1° 19.11958′ E
5	54° 42.89576′ N	1° 19.19192′ E
6	54° 43.00532′ N	1° 19.2987′ E
7	54° 43.10223′ N	1° 19.45603′ E
8	54° 44.18515′ N	1° 21.7125′ E
9	54° 44.28093′ N	1° 22.03856′ E
10	54° 44.30046′ N	1° 22.32068′ E

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11	54° 44.26468′ N	1° 22.62418′ E
12	54° 39.02878′ N	1° 44.92686′ E
13	54° 38.84907′ N	1° 45.31024′ E
14	54° 38.57165′ N	1° 45.4825′ E
15	54° 34.74598′ N	1° 58.90264′ E
16	54° 34.77086′ N	1° 59.72884′ E
17	54° 34.67215′ N	2° 0.18106′ E
18	54° 34.47546′ N	2° 0.46972′ E
19	54° 24.47523′ N	2° 8.98399′ E
20	54° 24.09368′ N	2° 8.92387′ E
21	54° 23.82918′ N	2° 8.43359′ E
22	54° 21.08378′ N	1° 54.2778′ E
23	54° 21.0601′ N	1° 53.90188′ E
24	54° 21.14588′ N	1° 53.48645′ E
25	54° 21.33732′ N	1° 53.18358′ E
26	54° 29.82331′ N	1° 45.86969′ E
27	54° 30.75742′ N	1° 40.25123′ E
28	54° 31.81809′ N	1° 33.61066′ E
29	54° 31.68029′ N	1° 33.16936′ E
30	54° 31.68491′ N	1° 32.6914′ E

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

7. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this deemed marine licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence apply only to a transfer not falling within article 5 (benefit of order) of the Order.

8.—(1) With respect to any condition which requires the licensed activities be carried out in accordance with the details, plans or schemes approved under this deemed marine licence, the approved details, plans or schemes are taken to include any amendments that may subsequently be approved in writing by the MMO.

(2) Any amendments to or variations from the approved details, plans or schemes must be in accordance with the principles and assessments set out in the environmental statement and approval of an amendment or variation may only be given where it has been demonstrated to the satisfaction of the MMO that it is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

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

PART 2

Conditions

Design parameters

Cables and cable protection

1.—(1) Within Work No. 5B the inter-platform cables must not, in total—

(a) exceed 3 in number;

(b) exceed 138 kilometres in length;

(c) exceed 12 cable crossings;

(d) have cable protection (including cable crossings) exceeding 286,808 square metres in area; or

(e) have cable protection (including cable crossings) exceeding 260,234 cubic metres in volume.

(2) The inter-platform cables within Work No. 5B which falls within the Dogger Bank Special Area of Conservation must not have cable protection exceeding 10% of the length of such cables, when combined with the offshore export cables, array cables and inter-platform cables authorised by the deemed marine licences granted under Schedules 11 – 14A of the Order.

Phases of authorised scheme

2.—(1) The authorised scheme must not commence until an offshore works phasing scheme setting out the phases of construction of the authorised scheme has been submitted to and approved in writing by the MMO.

(2) The authorised scheme must be submitted at least 6 months prior to the proposed commencement of the works.

(3) Any subsequent amendments to the offshore works phasing scheme submitted for approval under sub-paragraph (1) must be submitted to the MMO for approval in writing'.

(4) The offshore works phasing scheme submitted for approval under subparagraph (1) must be implemented as approved. The approved details shall be taken to include any amendment that may subsequently be approved by the MMO in accordance with sub-paragraph (3).

Maintenance of the authorised scheme

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

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

(a) Bird waste and marine growth removal;

(b) Surveys/inspections of cables;

(c) Cable remedial burial;

(d) Cable protection replenishment;

(e) Cable repairs and replacement;

(f) Access ladder and boat landing replacement; and

(g) J-tube repair/replacement.

(3) Operation of the licensed activities must not commence until an offshore operations and maintenance plan substantially in accordance with the outline offshore operations and maintenance plan has been submitted to and approved in writing by the MMO. The operations and maintenance plan must include, but is not limited to—

(a) a list of maintenance activities within the marine environment that are planned for the lifetime of the licensed activities;

(b) details of the typical construction plant, machinery and personnel requirements for each maintenance activity and any requirements for detailed method statements;

(c) details of the typical frequency and timing of each maintenance activity; and

(d) details of controls and mitigation that will be in place in order to protect the marine environment.

(4) The offshore operations and maintenance plan must be reviewed every three years commencing from the date on which the plan was approved, unless otherwise agreed by the MMO, to ensure the details of the maintenance activities remain accurate. The conclusions of that review must be submitted to and approved by the MMO in writing.

(5) The offshore operations and maintenance plan must be implemented as approved by the MMO.

(6) Unless otherwise agreed in writing with the MMO, the undertaker must submit—

(a) the first offshore operations and maintenance plan at least 6 months prior to the operation of the licensed activities;

(b) any revised offshore operations and maintenance plan submitted in accordance with sub-paragraph (4) at least 6 months before such revised plan is required to be put in place; and

(c) where additional maintenance activities are identified that are not included in the approved offshore operations and maintenance plan, or any revised plan approved in accordance with sub-paragraph (4), an updated offshore operations and maintenance plan including the additional maintenance activities must be submitted to and approved by the MMO in writing as soon as possible after the need for such additional maintenance activities is identified.

Extension of time periods

4. Any time period given in this deemed marine licence to either the undertaker or the MMO may be extended with the agreement of the other party in writing, such agreement not to be unreasonably withheld or delayed.

Notifications and inspections

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

(a) a copy of this deemed marine licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—

(i) all agents and contractors notified to the MMO in accordance with condition 13;

(ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 13; and

(b) the undertaker must confirm in writing to the MMO within 28 days of a copy of this deemed marine licence and any subsequent amendments or revisions to it being provided to the persons listed in sub-paragraph (1)(a) that the required information has been provided.

(2) Only those persons and vessels notified to the MMO in accordance with condition 18 are permitted to carry out the licensed activities.

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

(a) the undertaker's registered address;

(b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and

(c) on board each vessel and at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

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

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

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

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

(a) at least fourteen days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data;

(b) as soon as reasonably practicable and no later than 24 hours of completion of the DBS East Project offshore works and the DBS West Project offshore works,

and confirmation of notification must be provided to the MMO within five days.

(8) The undertaker must ensure that a local notification to mariners is issued at least 14 days prior to the commencement of the authorised scheme or any part thereof advising of the start date of each of Work Nos. 5B and 7B and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) The undertaker must ensure that local notifications to mariners are updated and reissued at weekly intervals during construction activities and at least five days before any planned operations (unless otherwise agreed in writing by the MMO) and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction programme and monitoring plan approved under condition 11(1)(b). Copies of all notices must be provided to the MMO, UKHO and the MCA within five days.

(10) The undertaker must notify UKHO and the MCA of the commencement (within ten days), progress and completion of construction (within ten days) of the licensed activities in order that all necessary amendments to nautical and aeronautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days of the notification.

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

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

(13) The undertaker must notify the MMO in writing a minimum of five days in advance of the commencement of each discrete incident of cable repair, replacement, or protection replenishment activity. Such a notification must include proposed timings and a description of proposed methodologies.

(14) The undertaker must ensure that the MMO, the MMO Local Office, local mariners, local fishermen's organisations and the Source Data Receipt Team at the UK Hydrographic Office, Taunton, Somerset, TA1 2DN (sdr@ukho.gov.uk) are notified within five days of completion of each instance of cable repair, replacement or protection replenishment activity.

Aids to navigation

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

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

(a) notice of commencement of construction of the authorised scheme within 24 hours of commencement having occurred;

(b) notice within 24 hours of any aids to navigation being established by the undertaker; and

(c) notice within five days of completion of construction of the authorised scheme.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation in accordance with the frequencies set out in the aids to navigation management plan agreed pursuant to condition 11(1)(f) using the reporting system provided by Trinity House.

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

(5) In the event that the provisions of condition 5(11) or condition 5(12) are invoked, the undertaker must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

Not used

7. NOT USED

Aviation safety

8.—(1) The undertaker must exhibit such lights, with such shape, colour and character as are required in writing by the Air Navigation Order 2016(**a**) and determined necessary for aviation safety in consultation with the Defence Infrastructure Organisation Safeguarding and as directed by the Civil Aviation Authority.

(2) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, the Civil Aviation Authority and the MMO, as soon as reasonably practicable and at least 14 days prior to the commencement of the authorised scheme, in writing of the following information—

(a) the date of the commencement of construction of the authorised scheme;

(b) the date any wind turbine generators are to be installed;

(c) the maximum height of any construction equipment or vessels to be used;

(d) the maximum height of each wind turbine generator to be constructed;

(e) the latitude and longitude of each wind turbine generator to be constructed;

and the Defence Infrastructure Organisation Safeguarding and the Civil Aviation Authority must be notified of any changes to the information supplied under this paragraph and of the completion of the construction of the authorised scheme. Copies of notifications must be provided to the MMO within 5 days.

(**a**) S.I. 2016/765

Chemicals, drilling and debris

9.—(1) The undertaker must ensure that any coatings and treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by the Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

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

(3) The undertaker must inform the MMO in writing of the location and quantities of material disposed of each month under this deemed marine licence by submission of a disposal return by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive and must provide a null return if no activity has taken place during the reporting period.

(4) The undertaker must ensure that only inert material of natural origin, produced during pre-sweeping sandwave clearance where relevant, the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within the Order limits seaward of MHWS.

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

(6) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss in writing to the local enforcement office within 24 hours and if the MMO, in consultation with the MCA and Trinity House, reasonably considers such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must, in that event, demonstrate to the MMO that reasonable attempts have been made to locate, remove or move any such material.

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

(8) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 11(1)(d)(i).

(9) Debris or dropped objects which are considered a danger or hazard to navigation must be reported as soon as reasonably practicable but no later than six hours from the undertaker becoming aware of an incident, to the relevant HM Coastguard Maritime Rescue Co-ordination Centre by telephone (0344 382 0580), and the UK Hydrographic Office email: navwarnings@btconnect.com.

(10) All dropped objects including those in sub-paragraph (9) must be reported to the MMO using the Dropped Object Procedure Form (including any updated form as provided by the MMO) as soon as reasonably practicable and in any event within 24 hours of the undertaker becoming aware of an incident, unless otherwise agreed in writing by the MMO.

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

Force majeure

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

Pre-construction plans and documentation

11.—(1) The licensed activities or any phase of those activities must not commence until the following (insofar as relevant to that activity or phase of activity) have been submitted to and approved in writing by the MMO, in consultation with Trinity House, the MCA, the relevant statutory nature conservation body and UKHO as appropriate—

(a) A layout plan setting out proposed details of the authorised scheme, including the:

(i) proposed layout of all cables;

(ii) location and specification of all other aspects of the authorised scheme; and

(iii) any exclusion zones or micro-siting requirements identified pursuant to 11(1)(e)(iv) or relating to any habitats of principal importance, Annex I subtidal habitat or surficial deposits of glacial till identified as part of surveys undertaken in accordance with condition 14;

to ensure conformity with the description of Work Nos. 5B and 7B and compliance with condition 1;

(b) a construction programme and monitoring plan (which accords with the in principle monitoring plan) which, save in respect information submitted pursuant to sub-paragraph (b)(iii)(aa), is to be submitted to the MMO at least six months prior to commencement of licensed activities and to include details of—

(i) the proposed construction start date;

(ii) proposed timings for mobilisation of plant, delivery of materials and installation works;

(iii) proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction surveys and monitoring and related reporting in accordance with conditions 16, 17 and 18 to be submitted to the MMO in accordance with the following (unless otherwise agreed in writing with the MMO)—

(aa) at least six months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed pre-construction monitoring;

(bb) at least six months prior to construction, detail on construction monitoring; and

(cc) at least six months prior to commissioning, detail of post-construction (and operational) monitoring;

(iv) an indicative written construction programme for all cables including fibre optic cables comprised in the works at Part 1 (licensed marine activities) of this Schedule (insofar as not shown in paragraph (ii) above); and

(v) a monitoring plan setting out the circumstances in which monitoring will be required and the monitoring to be carried out in such circumstances;

(c) a construction method statement (in accordance with the cable statement), including details of—

(i) cable burial, specification, installation and monitoring to include—

(aa) the technical specification of cables below MHWS;

(bb) a detailed cable laying plan for the authorised scheme, incorporating a detailed burial risk assessment encompassing the identification of any cable protection that exceeds 5 percent of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5 percent of navigable depth is identified, details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or similar such assessment to ascertain suitable burial depths and cable laying techniques, including cable protection; and

(cc) proposals for monitoring cables including cable protection until the authorised scheme is decommissioned which includes a risk-based approach to the management of unburied or shallow buried cables;

(ii) a scour protection plan (in accordance with the outline scour protection plan) including details of scour protection and cable protection including details of the need, type, sources, quantity and installation methods for scour protection and cable protection, with details updated and resubmitted for approval if changes to it are proposed following cable laying operations;

(iii) cable installation methodology, including disposal of material extracted during seabed preparation for cable installation works and having regard to any mitigation scheme pursuant to sub-paragraph (1)(a);

(iv) advisory safe passing distances for vessels around the sites where the licensed activities are taking place;

(v) contractors;

(vi) vessels and vessel transit corridors;

(vii) associated ancillary works; and

(viii) guard vessels to be employed;

(d) a project environmental management plan (in accordance with the outline project environmental management plan) covering the period of construction and operation to include details of—

(i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents during construction and operation of the authorised scheme in relation to all activities carried out;

(ii) a chemical risk assessment, including information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance and standards;

(iii) waste management and disposal arrangements;

(iv) the appointment and responsibilities of a fisheries liaison officer;

(v) a fisheries liaison and coexistence plan (which accords with the outline fisheries liaison and co-existence plan) to ensure relevant fishing fleets are notified of commencement of licensed activities pursuant to condition 5 and to address the interaction of the licensed activities with fishing activities;

(vi) a code of conduct for vessel operators to reduce risk of injury to mammals; and

(vii) procedures, which must be adopted within vessel transit corridors to minimise disturbance to red-throated diver during the period 1 November to 31 March (inclusive), which must be in accordance with the best practice protocol for minimising disturbance to red-throated diver;

(e) an archaeological written scheme of investigation in relation to the offshore Order limits seaward of MHWS, which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body to include—

(i) details of responsibilities of the undertaker, archaeological consultant and contractor;

(ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;

(iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within four months of any survey being completed;

(iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;

(v) monitoring of archaeological exclusion zones during and post construction;

(vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the Archaeological Data Service, by submitting an OASIS ('Online Access to the Index of archaeological investigations') form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the MMO and Historic England that the OASIS form has been submitted to the Archaeological Data Service within two weeks of submission;

(vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and

(viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities;

(f) an aids to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, the MCA, the Civil Aviation Authority and UKHO specifying how the undertaker will ensure compliance with condition 6 from the commencement of construction of the authorised scheme to the completion of decommissioning; and

(g) a navigation management plan to manage crew transfer vessels (including daughter craft) during the construction and operation of the authorised scheme;

(h) a final cable statement (in accordance with the cable statement); and

(i) a site specific chemical risk assessment, which must be submitted no later than ten weeks prior to use of the relevant chemical, for all chemicals (with the exception of chemicals present on the OSPAR List of Substances Used and Discharged Offshore which Are Considered to Pose Little or No Risk to the Environment) that have a pathway to the marine environment used for the marine licensed activities, outside the course of normal navigation, to include—

(i) the function of the chemical,

(ii) the quantities being used and the frequency of use; and

(iii) the physical, chemical, and ecotoxicological properties of the chemical.

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

(3) Any sediment removed from within the Dogger Bank Special Area of Conservation during construction of the authorised scheme must be disposed of within that part of the Dogger Bank Special Area of Conservation which falls within the Order limits.

(4) Each programme, statement, plan, protocol or scheme required to be approved under condition 11 must be submitted for approval at least six months before the intended commencement of licensed activities, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(5) The MMO must determine an application for approval made under condition 11 within a period of six months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(6) The licensed activities must be carried out in accordance with the programmes, statements, plans, protocols or schemes approved under condition 11 unless otherwise agreed in writing by the MMO.

(7) In sub-paragraphs 11(1)(d)(ii) and 11(1)(i) above—

(a) "pathway to the marine environment" means open systems or closed systems that require top up;

(b) "chemicals" comprise both substances and preparations;

(c) “preparation” means a mixture or solution composed of two or more substances; and

(d) “substance” means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition.

Offshore safety management

12. Any part of the authorised scheme must not be commenced until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed all MCA recommendations as appropriate to the authorised scheme contained within MGN654 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” (or any equivalent guidance that replaces or supersedes it) and its annexes.

Reporting of engaged agents, contractors and vessels

13.—(1) The undertaker must provide the following information in writing to the MMO—

(a) the name, function, company number (if applicable), registered or head office address (as appropriate) of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and

(b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.

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

(3) Any changes to the supplied details must be notified to the MMO in writing at least 24 hours before the agent, contractor or vessel engages in the licensed activities.

Pre-construction monitoring and surveys

14.—(1) The undertaker must, in discharging condition 11(1)(b), submit a monitoring plan or plans in accordance with the in principle monitoring plan for written approval in writing by the MMO in consultation with the relevant statutory nature conservation body, which must contain details of proposed monitoring and surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report.

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

(3) The baseline report proposals submitted under sub-paragraph (1) must ensure that the outcome of the agreed surveys, together with existing data and reports, are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(4) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed in writing with the MMO, include, but not be limited to, the need to undertake—

(a) a survey to determine the location, extent and composition of habitats of principal importance, Annex 1 subtidal habitat, habitat with suitability for sandeel or surficial deposits of glacial till in the parts of the Order limits in which it is proposed to carry out construction works; and

(b) a swath-bathymetry survey to IHO Order 1a standard that meets the requirements MGN654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works including an appropriate buffer around the location of each work.

(5) The undertaker must carry out the surveys specified within the monitoring plan or plans in accordance with that plan or plans, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

(6) When any surveys are carried out in accordance with sub-paragraph (5) a survey report must be submitted to the MMO following completion of the relevant survey. Any report submitted under this sub-paragraph must be submitted prior to the commencement of licensed activities for the relevant stage.

Construction monitoring and surveys

15.—(1) The undertaker must, in discharging condition 11(1)(b), for each phase of construction submit details (which accord with the in principle monitoring plan) for approval in writing by the MMO in consultation with the relevant statutory nature conservation bodies of any proposed monitoring and surveys, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(2) The undertaker must carry out the surveys approved under sub-paragraph (1), and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(3) The undertaker must carry out the surveys specified in the construction monitoring plan in accordance with that plan, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

Post-construction monitoring and surveys

16.—(1) The undertaker must, in discharging condition 11(1)(b), submit details (which accord with the in principle monitoring plan) for approval in writing by the MMO in consultation with the relevant statutory nature conservation bodies of proposed post-construction monitoring and surveys, including methodologies and timings, and a proposed format, content and timings for providing reports on the results.

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

(3) The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to—

(a) undertake a survey to determine any change in the location, extent and composition of any habitats of principal importance, Annex I subtidal habitat, habitat with suitability for sandeel or surficial deposits of glacial till identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey and the construction benthic surveys;

(b) undertake, within twelve months of completion of the licensed activities, a full sea floor coverage swath-bathymetry survey to IHO Order 1a standard that meets the requirements of MGN654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables (including fibre optic cables) have been buried or protected; and

(c) undertake any monitoring required by the SIP submitted in accordance with condition 12.

(4) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports to the MMO in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(5) In the event that the reports provided to the MMO under sub-paragraph (4) identify a need for additional monitoring, the requirement for any additional monitoring will be agreed with the MMO in writing and implemented as agreed.

Reporting of scour and cable protection

17.—(1) No more than four months following completion of the construction of the authorised scheme, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection and scour protection used for the authorised scheme.

(2) The report must include the following information—

(a) the location of cable protection and scour protection;

(b) the volume of cable protection and scour protection; and

(c) any other information relating to the cable protection and scour protection as agreed between the MMO and the undertaker.

(3) Where any cable protection or scour protection is replenished following completion of construction the undertaker must submit an updated report in accordance with sub-paragraph (2) in writing to the MMO and the relevant statutory nature conservation bodies no more than four months following completion of the relevant replenishment being deposited.

Completion of construction

18.—(1) The undertaker must submit a close out report to the MMO, the MCA, Trinity House, UKHO and the relevant statutory nature conservation body within three months of the date of completion of construction. The close out report must confirm the date of completion of construction and must include details of the latitude and longitude co-ordinates of the export cables, provided as Geographical Information System data referenced to WGS84 datum.

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

Collaboration

19.—(1) Where DBSWL intend to submit plans and documentation required to be submitted to the MMO for approval in accordance with conditions 12 and 13, DBSWL must provide a copy of the relevant plans and documentation to DBSEL to enable DBSEL to provide any comments on the plans and documentation to DBSWL.

(2) The plans and documentation submitted to the MMO for approval in accordance with conditions 12 and 13 must be accompanied by any comments received by the undertaker from DBSEL in accordance with sub-paragraph (1) or a statement from the undertaker confirming that no such comments were received.

Maintenance reporting

20.—(1) An annual maintenance report must be submitted to the MMO in writing within one month following the first anniversary of the date of commencement of operations, and every year thereafter until the permanent cessation of operation.

(2) The report must provide a record of the licensed activities undertaken as set out in condition 3 during the preceding year, the timing of activities and methodologies used.

(3) Every fifth year, the undertaker must submit to the MMO in writing, within one month of that date, a consolidated maintenance report, which will—

(a) include a review of licensed activities undertaken during the preceding five years with reference to the reports submitted in accordance with condition 20 (1) of this licence.

(b) reconfirm the applicability of the methodologies and frequencies of the licensable activities permitted by this licence for the remaining duration of this licence.

Sediment Sampling

21.—(1) The undertaker must submit a sample plan request in writing to the MMO for written approval of a sample plan.

(2) The sample plan request must be made—

(a) for capital dredging, at least six months prior to the commencement of any capital dredging; or

(b) for maintenance dredging, at least six months prior to the end of every third year from the date of the previous sediment sample analysis.

(3) The sample plan request must include details of—

(a) the volume of material to be dredged;

(b) the location of the area to be dredged;

(c) details of the material type proposed for dredging;

(d) the type and dredging methodology (including whether it is a capital or maintenance dredge, depth of material to be dredged and proposed programme for the dredging activities); and

(e) the location and depth of any supporting samples.

(4) Unless otherwise agreed by the MMO, the undertaker must undertake the sampling in accordance with the approved sample plan.

Notification of works

22.—(1) The licensed activities or any phase of those activities must not be commenced until notification has been submitted to the MMO by the undertaker as to whether DBSEL intends to commence development of Work Nos. 5A and 7A.

(2) If the notification submitted under sub-paragraph (1) gives notice that DBSEL does intend to commence development of Work Nos. 5A and 7A, the undertaker must not commence any of the licensed activities.

SCHEDULE 15

Article 45

Protective provisions

PART 1

Protection of electricity, gas, water and sewerage undertakers

Application

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

Interpretation

2. In this Part—

"alternative apparatus" means alternative apparatus adequate to enable the utility undertaker in question to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means—

(a) in the case of a utility undertaker within paragraph (a) of the definition of that term, electric lines or electrical plant (as defined in the Electricity Act 1989(**a**)), belonging to or maintained by that licence holder;

(b) in the case of a utility undertaker within paragraph (b) of the definition of that term, any mains, pipes or other apparatus belonging to or maintained by that gas transporter within the meaning of Part 1 of the Gas Act 1986(**b**) for the purposes of gas supply;

(c) in the case of a utility undertaker within paragraph (c) of the definition of that term, mains, pipes or other apparatus belonging to or maintained by that water undertaker for the purposes of water supply; and

(d) in the case of a utility undertaker within paragraph (d) of the definition of that term—

(i) any drain or works vested in the sewerage undertaker under the Water Industry Act 1991(**c**); and

(ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) (adoption of sewers and disposal works) of that Act or an agreement to adopt made under section 104 (agreements to adopt sewer, drain or sewerage disposal works, at future date) of that Act(**d**),

and includes a sludge main, disposal main (within the meaning of section 219 (general interpretation) of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works,

and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

"functions" includes powers and duties;

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land;

"plan" includes all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe the works to be executed; and

"utility undertaker" means—

(a) any licence holder within the meaning of Part 1 of the Electricity Act 1989;

(b) a gas transporter within the meaning of Part 1 of the Gas Act 1986;

(c) a water undertaker within the meaning of the Water Industry Act 1991; and

(d) a sewerage undertaker within the meaning of Part 1 of the Water Industry Act 1991,

for the area of the onshore works, and in relation to any apparatus, means the utility undertaker to whom it belongs or by whom it is maintained.

On street apparatus and offshore works

3. This Part does not apply to—

(**a**) 1989 c.29.
(**b**) 1986 c.44.
(**c**) 1991 c.56.
(**d**) Section 104 was amended by section 42(3) of the Flood and Water Management Act 2010 (c.29).

(a) apparatus in respect of which the relations between the undertaker and the utility undertaker are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act; and

(b) the offshore works.

Acquisition of land

4. Regardless of any provision of this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

Removal of apparatus

5.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or requires that the utility undertaker's apparatus is relocated or diverted, that apparatus must not be removed under this Part, and any right of a utility undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the utility undertaker in question.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to the utility undertaker in question 28 days' written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed; and in that case (or if in consequence of the exercise of any of the powers conferred by this Order a utility undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the utility undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, the utility undertaker in question must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part must be constructed in such manner and in such line or situation as may be agreed between the utility undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 47 (arbitration).

(5) The utility undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 47 (arbitration), and after the grant to the utility undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the utility undertaker in question that the undertaker desires itself to execute any work, or part of any work, in connection with the construction or removal of apparatus in any land of the undertaker, that work, instead of being executed by the utility undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the utility undertaker.

(7) Nothing in sub-paragraph (6) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus.

Facilities and rights for alternative apparatus

6.—(1) Where, in accordance with the provisions of this Part, the undertaker affords to a utility undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and the utility undertaker in question or in default of agreement settled by arbitration in accordance with article 47 (arbitration).

(2) In settling those terms and conditions in respect of alternative apparatus to be constructed in or along the authorised development, the arbitrator must—

(a) give effect to all reasonable requirements of the undertaker for ensuring the safety and efficient operation of the authorised development and for securing any subsequent alterations or adaptations of the alternative apparatus that may be required to prevent interference with any proposed works of the undertaker; and

(b) so far as it may be reasonable and practicable to do so in the circumstances of the particular case, give effect to the terms and conditions, if any, applicable to the apparatus constructed in or along the authorised project for which the alternative apparatus is to be substituted.

(3) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the utility undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that utility undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus

7.—(1) Not less than 28 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 5(2), the undertaker must submit to the utility undertaker in question a plan of the works to be executed.

(2) Those works must be executed only in accordance with the plan submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the utility undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the utility undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a utility undertaker under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan under sub-paragraph (1) is submitted to it.

(4) If a utility undertaker, in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, the provisions of this Part apply as if the removal of the apparatus had been required by the undertaker under paragraph 5(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to the utility undertaker in question notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

Expenses and costs

8.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to a utility undertaker the reasonable expenses agreed with the undertaker in advance and reasonably incurred by that utility undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 5(2).

(2) The value of any apparatus removed under the provisions of this Part must be deducted from any sum payable under sub-paragraph (1), that value being calculated after removal.

(3) If in accordance with the provisions of this Part—

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 47 (arbitration) to be necessary then, if such placing involves cost in the construction of works under this Part exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the utility undertaker in question by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus must not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and

(b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole must be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to a utility undertaker in respect of works by virtue of sub-paragraph (1) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

9.—(1) Subject to sub-paragraph (2), if by reason or in consequence of the construction of any such works referred to in paragraph 5(2) any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of a utility undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any utility undertaker, the undertaker must—

(a) bear and pay the cost reasonably incurred by that utility undertaker in making good such damage or restoring the supply; and

(b) make reasonable compensation to that utility undertaker for any other expenses, loss, damages, penalty or costs incurred by the utility undertaker,

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of a utility undertaker, its officers, servants, contractors or agents.

(3) A utility undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker and, if such consent is withheld, the undertaker has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

Miscellaneous

10. Nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the undertaker and a utility undertaker in respect of any apparatus in land belonging to the undertaker on the date on which this Order is made.

PART 2

Protection for operators of electronic communications code networks

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

2. In this Part—

"the 2003 Act" means the Communications Act 2003(**a**);

"electronic communications apparatus" has the same meaning as in the electronic communications code;

"the electronic communications code" has the same meaning as in section 106(**b**) (application of the electronic communications code) of the 2003 Act;

"electronic communications code network" means—

(a) so much of an electronic communications network or infrastructure system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 (application of the electronic communications code) of the 2003 Act; and

(b) an electronic communications network which the undertaker is providing or proposing to provide;

"electronic communications code operator" means a person in whose case the electronic communications code is applied by a direction under section 106 (application of the electronic communications code) of the 2003 Act;

"infrastructure system" has the same meaning as in the electronic communications code and references to providing an infrastructure system are to be construed in accordance with paragraph 7 (infrastructure system) of that code; and

"operator" means the operator of an electronic communications code network.

3. The exercise of the powers conferred by article 32 (statutory undertakers) are subject to Part 10 (undertaker's works affecting electronic communications apparatus) of the electronic communications code.

4.—(1) Subject to sub-paragraphs (2) to (4), if as a result of the authorised development or its construction, or of any subsidence resulting from the authorised development—

(a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised development), or other property of an operator; or

(b) there is any interruption in the supply of the service provided by an operator,

the undertaker must bear and pay the cost agreed by the undertaker in advance and reasonably incurred by the operator in making good such damage or restoring the supply and make reasonable compensation to that operator for any other expenses, loss, damages, penalty or costs incurred by it by reason, or in consequence of, any such damage or interruption.

(**a**) 2003 c.21.
(**b**) Section 106 was amended by section 4 of the Digital Economy Act 2017.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an operator, its officers, servants, contractors or agents.

(3) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand is to be made without the consent of the undertaker and, if such consent is withheld, the undertaker has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) Any difference arising between the undertaker and the operator under this Part must be referred to and settled by arbitration under article 47 (arbitration).

(5) This Part does not apply to—

(a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act; or

(b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised project.

5. Nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the undertaker and an operator in respect of any apparatus in land belonging to the undertaker on the date on which this Order is

PART 3

For the protection of the Environment Agency

1.—(1) The following provisions apply for the protection of the Agency unless otherwise agreed in writing between the undertaker and the Agency.

(2) In this Part of this Schedule—

"Agency" means the Environment Agency;

"construction" includes execution, placing, altering, replacing, relaying and removal and excavation and "construct" and "constructed" is construed accordingly;

"drainage work" means any main river and includes any land which provides or is expected to provide flood storage capacity for any main river and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage, flood defence or tidal monitoring;

"emergency" means an occurrence which presents a risk of—

(a) serious flooding

(b) serious detrimental impact on drainage

(c) serious harm to the environment

"fishery" means any waters containing fish and fish in, or migrating to or from, such waters and the spawn, spawning ground, habitat or food of such fish;

"main river" has the same meaning given in section 113 of the Water Resources Act 1991;

"non-tidal main river" has the meaning given in paragraph 2(1) of Part 1 of Schedule 25 to the Environmental Permitting (England and Wales) Regulations 2016;

"plans" includes plans, sections, elevations drawings, specifications, programmes, proposals, calculations, method statements and descriptions;

"remote defence" means any berm, wall or embankment that is constructed for the purposes of preventing or alleviating flooding from, or in connection with, any main river;

"sea defence" means any bank, wall, embankment (any berm, counterwall or cross-wall connected to any such bank, wall or embankment), barrier, tidal sluice and other defence, whether natural or artificial, against the inundation of land by sea water or tidal water, including natural or artificial high ground which forms part of or makes a contribution to the

efficiency of the defences of the Agency's area against flooding, but excludes any sea defence works which are for the time being maintained by a coast protection authority under the provisions of the Coast Protection Act 1949 or by any local authority or any navigation, harbour or conservancy authority;

"specified work" means so much of any work or operation authorised by this Order as is in, on, under, over or within—

(a) 16 metres of the base of a sea defence which is likely to—

(i) endanger the stability of, cause damage or reduce the effectiveness of that sea defence, or

(ii) interfere with the Agency's access to or along that sea defence or the Agency's ability to undertake works to ensure the efficacy of that sea defence;

(b) 8 metres of the base of a remote defence which is likely to—

(i) endanger the stability of, cause damage or reduce the effectiveness of that remote defence, or

(ii) interfere with the Agency's access to or along that remote defence;

(c) 16 metres of a drainage work involving a tidal main river;

(d) 8 metres of a drainage work involving a non-tidal main river;

(e) any distance of a drainage work and is otherwise likely to—

(i) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;

(ii) affect the flow, purity or quality of water in any main river or other surface waters;

(iii) cause obstruction to the free passage of fish or damage to any fishery;

(iv) affect the conservation, distribution or use of water resources.; or

(v) affect the conservation value of the main river and habitats in its immediate vicinity; or

which involves:

(f) an activity that includes dredging, raising or taking of any sand, silt, ballast, clay, gravel or other materials from or off the bed or banks of a drainage work (or causing such materials to be dredged, raised or taken), including hydrodynamic dredging or desilting; and

(g) any quarrying or excavation within 16 metres of a drainage work which is likely to cause damage to or endanger the stability of the banks or structure of that drainage work;

"tidal main river" has the meaning given in paragraph 2(1) of Part 1 of Schedule 25 to the Environmental Permitting (England and Wales) Regulations 2016.

"watercourse" includes all rivers, streams, ditches, drains, cuts, culverts, dykes, sluices, basins, sewers and passages through which water flows except a public sewer.

Submission and approval of plans

2.—(1) Before beginning to construct any specified work, the undertaker must submit to the Agency plans of the specified work and such further particulars available to it as the Agency may within 28 days of the receipt of the plans reasonably request.

(2) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the Agency, or determined under paragraph 12.

(3) Any approval of the Agency required under this paragraph—

(a) must not be unreasonably withheld or delayed;

(b) subject to sub-paragraph (5)is deemed to have been refused if it is neither given nor refused within 2 months of the submission of the plans or such later date as is agreed between the Agency and the undertaker and if further particulars have been requested

pursuant to sub paragraph (1) the period between the making of this request and the provision of further particulars in response to it shall not be taken into account in the calculation of the 2 months for the purposes of this sub-paragraph; and

(c) may be given subject to such reasonable requirements as the Agency may have for the protection of any drainage work or the fishery or for the protection of water resources, or for the prevention of flooding or pollution or for nature conservation or the preservation of environmental harm in the discharge of its environmental duties. The Agency must use its reasonable endeavours to respond to the submission of any plans before the expiration of the period mentioned in sub-paragraph (3)(b).

(4) In the case of a refusal, the Agency must provide reasons for the grounds of that refusal.

Construction of protective works

3. Without limiting paragraph 2, the requirements which the Agency may have under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, before or during the construction of the specified works (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

(a) to safeguard any drainage work against damage; or

(b) to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased,

by reason of any specified work.

Timing of works and service of notices

4.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the Agency under paragraph 3, must be constructed—

(a) without unreasonable delay in accordance with the plans approved under this Part of this Schedule; and

(b) to the reasonable satisfaction of the Agency, and the Agency is entitled by its officer to watch and inspect the construction of such works.

(2) The undertaker must give to the Agency not less than 14 days' notice in writing of its intention to commence construction of any specified work and notice in writing of its completion not later than 7 days after the date on which it is completed.

(3) If the Agency reasonably requires, the undertaker must construct all or part of the protective works so that they are in place prior to the construction of any specified work to which the protective works relate.

Works not in accordance with this Schedule

5.—(1) If there is any failure by the undertaker to obtain consent or comply with conditions imposed by the Agency in accordance with these protective provisions and where the Agency acting reasonably considers it necessary to avoid any of the risks specified in sub-paragraph (2), the Agency may serve written notice requiring the undertaker to cease all or part of the specified works as may be specified within the notice within the period specified in the notice, and the undertaker must cease constructing the specified works or part thereof until such time as it has obtained the consent or complied with the condition specified within the notice served.

(2) The risks specified in sub-paragraph (1) are—

(a) risk of flooding;

(b) risk of harm to the environment;

(c) risk of detrimental impact on drainage;

(d) damage to the fishery.

(3) If any part of a specified work or any protective work required by the Agency is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the Agency may by notice in writing require the undertaker at the undertaker's own expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the Agency in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as the Agency reasonably requires.

(4) Subject to sub-paragraph (6), if, within a reasonable period, being not less than 28 days beginning with the date when a notice under sub-paragraph (4) is served upon the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may execute the works specified in the notice, and any reasonable expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(5) In the event of any dispute as to whether sub-paragraph (4) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the Agency must not, except in the case of an emergency, exercise the powers conferred by sub–paragraph (4) until the dispute has been finally determined in accordance with paragraph 12.

Maintenance of works

6.—(1) Subject to sub-paragraph (5) the undertaker must from the commencement of the construction of the specified works maintain in good repair and condition and free from obstruction any drainage work which is situated within the limits of deviation and on land held by the undertaker for the purposes of or in connection with the specified works, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any such drainage work which the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the Agency, the Agency may by notice in writing require the undertaker to repair and restore the work, or any part of such work, or (if the undertaker so elects and the Agency in writing consents, such consent not to be unreasonably withheld or delayed), to remove the work and restore the site to its former condition, to such extent and within such limits as the Agency reasonably requires.

(3) Subject to sub–paragraph (4), if, within a reasonable period, being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may do what is necessary for such compliance and any reasonable expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the Agency must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph 12.

(5) This paragraph does not apply to—

(a) drainage works which are vested in the Agency, or which the Agency or another person is liable to maintain and is not proscribed by the powers of the Order from doing so; and

(b) any obstruction of a drainage work expressly authorised in the approval of specified works plans and carried out in accordance with the provisions of this Part provided that any obstruction is removed as soon as reasonably practicable.

Remediating impaired drainage work

7. If by reason of the construction of any specified work or of the failure of any such work, the efficiency of any drainage work for flood defence purposes is impaired, or that drainage work is otherwise damaged, such impairment or damage must be made good by the undertaker to the reasonable satisfaction of the Agency and if the undertaker fails to do so, the Agency may make

good the impairment or damage and recover any expenditure incurred by the Agency in so doing from the undertaker.

Agency access

8. If by reason of the construction of any the specified work or the failure of any such work, the Agency's access to flood defences or equipment maintained for flood defence purposes is materially obstructed, the undertaker must notify the Agency immediately and provide such suitable alternative means of access that will allow the Agency to maintain the flood defence or use the equipment no less effectively than was possible before the obstruction occurred and such alternative access must be made available as soon as reasonably practicable after the undertaker becomes aware of such obstruction except in the case of an emergency in which case the undertaker must provide such alternative means of access on demand.

Free passage of fish

9.—(1) The undertaker must take all such measures as may be reasonably practicable to prevent any interruption of the free passage of fish in the fishery during the construction of any specified work.

(2) If by reason of—

(a) the construction of any specified work; or

(b) the failure of any such work,

damage to the fishery is caused, or the Agency has reason to expect that such damage may be caused, the Agency may serve notice on the undertaker requiring it to take such steps as may be reasonably practicable to make good the damage, or, as the case may be, to protect the fishery against such damage within the period specified in the notice.

(3) If the undertaker fails to take such steps as are described in the notice served under sub-paragraph (2), the Agency may take those steps and any reasonable expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(4) In any case where immediate action by the Agency is reasonably required in order to secure that the risk of damage to the fishery is avoided or reduced, the Agency may take such steps as are reasonable for the purpose, and may recover from the undertaker any expenditure incurred in so doing provided that notice specifying those steps is served on the undertaker as soon as reasonably practicable after the Agency has taken, or commenced to take, the steps specified in the notice.

Indemnity

10. The undertaker indemnifies the Agency in respect of all costs, charges and expenses which the Agency may incur—

(a) in the examination or approval of plans under this Part of this Schedule;

(b) in the inspection of the construction of the specified works or any protective works required by the Agency under this Part of this Schedule; and

(c) in the carrying out of any surveys or tests by the Agency which are reasonably required in connection with the construction of the specified works.

11.—(1) The undertaker is responsible for and indemnifies the Agency against all costs and losses, liabilities, claims and demands not otherwise provided for in this Schedule which may be reasonably incurred or suffered by the Agency by reason of, or arising out of—

(a) the construction, operation or maintenance of any specified works comprised within the authorised development or the failure of any such works comprised within them; or

(b) any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged upon the construction, operation or maintenance of the authorised development or dealing with any failure of the authorised development.

(2) For the avoidance of doubt, in sub–paragraph (1)—

"costs" includes—

(a) expenses and charges;

(b) staff costs and overheads;

(c) legal costs;

"losses" includes physical damage.

"claims" and "demands" include as applicable—

(a) costs (within the meaning of sub–paragraph (2)) incurred in connection with any claim or demand; and

(b) any interest element of sums claimed or demanded;

"liabilities" includes—

(a) contractual liabilities;

(b) tortious liabilities (including liabilities for negligence or nuisance);

(c) liabilities to pay statutory compensation or for breach of statutory duty;

(d) liabilities to pay statutory penalties imposed on the basis of strict liability (but does not include liabilities to pay other statutory penalties).

(3) The Agency must give to the undertaker reasonable notice of any such claim or demand, and must not settle or compromise a claim without the agreement of the undertaker and that agreement must not be unreasonably withheld or delayed.

(4) The Agency must, at all times, take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss.

(5) The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved by the Agency, or to its satisfaction, or in accordance with any directions or award of an arbitrator, shall not relieve the undertaker from any liability under the provisions of this Part.

(6) Nothing in this paragraph imposes any liability on the undertaker with respect to any costs, losses, claims, demands, or liabilities to the extent that they are attributable to the neglect or default of the Agency, its officers, servants, contractors or agents.

Dispute

12. Any dispute arising between the undertaker and the Agency under this Part of this Schedule must, if the parties agree, be determined by arbitration under article 47 (arbitration), but failing agreement be determined by the Secretary of State for Environment, Food and Rural Affairs or its successor and the Secretary of State for Energy Security and Net Zero or its successor acting jointly on a reference to them by the undertaker or the Agency, after notice in writing by one to the other.

PART 4

For the protection of the drainage authorities

1. The provisions of this Part have effect for the protection of a drainage authority unless otherwise agreed in writing between the undertaker and the drainage authority.

2. In this Part of this Schedule—

"construction" includes execution, placing, altering, replacing, relaying and removal and excavation and "construct" and "constructed" is to be construed accordingly;

"drainage work" means any ordinary watercourse and includes any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage or flood defence in connection with an ordinary watercourse which is the responsibility of the drainage authority;

"independent review" means a review carried out by a third party confirming the findings of the undertaker in the assessment of the impact of the proposed specified work on flood risk;

"ordinary watercourse" has the meaning given by section 72 (interpretation) of the Land Drainage Act 1991;

"plans" includes any information reasonably required by the drainage authority including location details, grid references, sections, drawings, specifications, assessments and method statements; and

"specified work" means so much of the authorised development as is in, on, under over or within 9 metres of a drainage work and is otherwise likely to affect the flow of water in any ordinary watercourse, including—

(a) the erection of any mill, dam, weir, or other similar obstruction to the flow of an ordinary watercourse, or raising or otherwise altering any such obstruction;

(b) the construction or installation of a bridge or other structure;

(c) the erection of a culvert in an ordinary watercourse;

(d) the alteration of an ordinary watercourse or a culvert or other form of drainage infrastructure in a manner that would be likely to affect the flow of an ordinary watercourse;

(e) the introduction by means of any channel, siphon, pipeline or sluice or by any other means whatsoever any water into any ordinary watercourse within the Order limits so as to directly or indirectly increase the flow or volume of water in any ordinary watercourse within the Order limits without the previous consent of the drainage authority;

(f) any work likely to obstruct flow or adversely affect the integrity of any embankment, wall or enclosing structure containing an ordinary watercourse.

3.—(1) Before commencing construction of a specified work, the undertaker must submit to the drainage authority plans of the specified work, including an independent review (if requested by the drainage authority) and such further particulars available to it as the drainage authority may within 14 days of the submission of the plans reasonably request.

(2) The undertaker must not commence construction of the specified work until approval, unconditionally or conditionally, has been given as provided in this paragraph.

(3) A specified work must not be constructed except in accordance with such plans as may be approved in writing by the drainage authority or determined under paragraph 12.

(4) Any approval of the drainage authority required under this paragraph—

(a) must not be unreasonably withheld or delayed;

(b) is deemed to have been given if it is neither given nor refused within 56 days of the submission of the plans for approval, or submission of further particulars (where required by the drainage authority under sub–paragraph (1)) whichever is the later; and

(c) may be given subject to such reasonable requirements as the drainage authority may make for the protection of any drainage work, for the protection of any ordinary watercourse or for the prevention of flooding.

(5) Any refusal under this paragraph must be accompanied by a statement of the reasons for refusal.

4. Without limiting paragraph 3, the requirements which the drainage authority may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, during the construction of the specified work (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

(a) to safeguard any drainage work against damage by reason of any specified work; or

(b) to secure that the efficiency of any drainage work for flood defence and land drainage purposes is not impaired, and that the risk of flooding is not otherwise increased, by reason of any specified work.

5.—(1) Subject to sub–paragraph (2), any specified work, and all protective works required by the drainage authority under paragraph 4, must be constructed—

(a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part of this Schedule; and

(b) to the reasonable satisfaction of the drainage authority, and an officer of the drainage authority is entitled to watch and inspect the construction of such works.

(2) The undertaker must give to the drainage authority—

(a) not less than 14 days' notice in writing of its intention to commence construction of any specified work; and

(b) notice in writing of its completion not later than 7 days after the date of completion.

(3) If the drainage authority reasonably requires, the undertaker must construct all or part of the protective works so that they are in place before the construction of the specified work to which the protective works relate.

(4) If any part of a specified work or any protective work required by the drainage authority is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the drainage authority may by notice in writing require the undertaker at the undertaker's expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the drainage authority in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is agreed, to restore the site to its former condition to such extent and within such limits as the drainage authority reasonably requires.

(5) Subject to sub–paragraph (6) and paragraphs 9 and 10, if within a reasonable period, being not less than 28 days from the date when a notice under sub–paragraph (4) is served on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and subsequently to make reasonably expeditious progress towards their implementation, the drainage authority may execute the works specified in the notice and any reasonable expenditure incurred by it in so doing is recoverable from the undertaker.

(6) In the event of any dispute as to whether sub-paragraph (4) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the drainage authority must not except in an emergency exercise the powers conferred by sub–paragraph (5) until the dispute has been finally determined in accordance with paragraph 12.

6.—(1) Subject to sub–paragraph (5), the undertaker must from the commencement of the construction of the specified work maintain in good repair and condition and free from obstruction any drainage work which is situated within the limits of deviation on land held by the undertaker for the purpose of or in connection with the specified work, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any drainage work which the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the drainage authority, the drainage authority may by notice in writing require the undertaker to repair and restore the work, or any part of the work, or (if the undertaker so elects and the drainage authority in writing consents, such consent not to be unreasonably withheld or delayed), to remove the specified work and restore the site to its former condition, to such extent and within such limits as the drainage authority reasonably requires.

(3) Subject to sub–paragraph (4) and paragraphs 9 and 10, if, within a reasonable period being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub–paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the reasonable requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the drainage authority may do what

is reasonably necessary for such compliance and may recover any reasonable expenditure reasonably incurred by it in so doing from the undertaker.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub–paragraph (2), the drainage authority must not except in a case of emergency exercise the powers conferred by sub–paragraph (3) until the dispute has been finally determined in accordance with paragraph 12.

(5) This paragraph does not apply to—

(a) drainage works which are vested in the drainage authority, or which the drainage authority or another person is liable to maintain and is not prevented by this Order from so doing; and

(b) any obstruction of a drainage work for the purpose of a work or operation authorised by this Order and carried out in accordance with the provisions of this Part of this Schedule provided that any obstruction is removed as soon as reasonably practicable.

7. Subject to paragraphs 9 and 10 and paragraph 6(5)(b), if by reason of the construction of any specified work or of the failure of any such work the efficiency of any drainage work for flood defence purposes or land drainage is impaired, or that drainage work is otherwise damaged, such impairment or damage must be made good by the undertaker to the reasonable satisfaction of the drainage authority and, if the undertaker fails to do so, the drainage authority may make good the impairment or damage and recover from the undertaker any expenditure incurred by the drainage authority in so doing from the undertaker.

8. If by reason of the construction of the specified work the drainage authority's access to flood defences or equipment maintained for flood defence purposes is materially obstructed, the undertaker must provide such alternative means of access that will allow the drainage authority to maintain the flood defence or use the equipment no less effectively than was possible before the obstruction within 24 hours of the undertaker becoming aware of such obstruction.

9. The undertaker must make reasonable compensation for costs, charges and expenses which the drainage authority may reasonably incur—

(a) in the examination or approval of plans under this Part of this Schedule;

(b) in the inspection of the construction of the specified works or any protective works required by the drainage authority under this Part of this Schedule; and

(c) in the carrying out of any surveys or tests by the drainage authority which are reasonably required in connection with the construction of the specified works.

10.—(1) The undertaker must make reasonable compensation for costs and losses which may be reasonably incurred or suffered by the drainage authority by reason of—

(a) the construction of any specified work comprised within the authorised works; or

(b) any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged upon the construction of the specified works.

(2) In sub–paragraph (1)—

"costs" includes—

(a) expenses and charges;

(b) staff costs and overheads; and

(c) legal costs; and

"losses" includes physical damage.

(3) The undertaker must make reasonable compensation for liabilities, claims and demands against the drainage authority arising out of or in connection with the specified works or otherwise out of the matters referred to in sub–paragraphs (1)(a) and (1)(b).

(4) In sub–paragraph (3)—

"claims" and "demands" include as applicable—

(a) costs (within the meaning of sub–paragraph (2)) incurred in connection with any claim or demand; and

(b) any interest element of sums claimed or demanded; and

"liabilities" includes—

(a) contractual liabilities;

(b) tortious liabilities (including liabilities for negligence or nuisance);

(c) liabilities to pay statutory compensation or for breach of statutory duty; and

(d) liabilities to pay statutory penalties imposed on the basis of strict liability (but does not include liabilities to pay other statutory penalties).

(5) The drainage authority must give to the undertaker notice of any such claim or demand.

(6) The undertaker may at its own expense conduct all negotiations for the settlement of the same and any litigation that may arise therefrom.

(7) The drainage authority must not compromise or settle any such claim or make any admission which might be prejudicial to the claim without the agreement of the undertaker which agreement must not be unreasonably withheld or delayed.

(8) The drainage authority must, at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss.

(9) The drainage authority must, at the request of the undertaker, afford all reasonable assistance for the purpose of contesting any such claim or action and is entitled to be repaid its reasonable expenses reasonably incurred in so doing.

(10) Nothing in this paragraph imposes any liability on the undertaker with respect to any costs, losses, claims, demands or liabilities to the extent that they are attributable to the neglect or default of the Agency, its officers, servants, contractors or agents.

11. The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved or deemed to be approved by the drainage authority, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from any liability under this Part of this Schedule.

12. Any dispute arising between the undertaker and the drainage authority under this Part of this Schedule, if the parties agree, is to be determined by arbitration under article 47 (arbitration), but otherwise is to be determined by the Secretary of State for Energy Security and Net Zero on a reference to them by the undertaker or the drainage authority, after notice in writing by one to the other.

PART 5

FOR THE PROTECTION OF NETWORK RAIL INFRASTRUCTURE LIMITED

1. The provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 18 of this Part of this Schedule any other person on whom rights or obligations are conferred by that paragraph.

2. In this Part of this Schedule—

"basic asset protection agreement" means an agreement to regulate the construction and maintenance of the specified work in a form prescribed from time to time by Network Rail;

"construction" includes execution, placing, alteration and reconstruction and "construct" and "constructed" have corresponding meanings;

"the engineer" means an engineer appointed by Network Rail for the purposes of this Order;

"network licence" means the network licence, as the same is amended from time to time, granted to Network Rail Infrastructure Limited by the Secretary of State in exercise of their powers under section 8 (licences) of the Railways Act 1993;

"Network Rail" means Network Rail Infrastructure Limited (company number 02904587, whose registered office is at Waterloo General Office, London, SE1 8SW) and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition "associated company" means any company which is (within the meaning of section 1159 of the Companies Act 2006) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited and any successor to Network Rail Infrastructure Limited's railway undertaking;

"plans" includes sections, designs, design data, software, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

"railway operational procedures" means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

"railway property" means any railway belonging to Network Rail and—

(a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway; and

(b) any easement or other property interest held or used by Network Rail or a tenant or licencee of Network Rail identified in the book of reference for the purposes of such railway or works, apparatus or equipment;

"regulatory consents" means any consent or approval required under;

(a) the Railways Act 1993;

(b) the network licence; and/or

(c) any other relevant statutory or regulatory provisions;

by either the Office of Rail and Road or the Secretary of State for Transport or any other competent body including change procedures that may be required in relation to the authorised development;

"specified work" means so much of any of the authorised development as is situated upon, across, under, over or within 15 metres of, or may in any way to adversely affect, railway property;

"undertaker" has the same meaning as in article 2 (interpretation) of this Order.

3.—(1) Where under this Part of this Schedule Network Rail is required to give its consent, agreement or approval in respect of any matter, that consent, agreement or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail must—

(a) co-operate with the undertaker with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and

(b) use their reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised development pursuant to this Order.

4. The undertaker must enter into a basic asset protection agreement prior to the carrying out of any specified work.

5.—(1) The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration under article 47 (Arbitration).

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld or delayed, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not communicated disapproval of those plans and the grounds of such disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 28 days the engineer has not communicated approval or disapproval, the engineer is deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the reasonable opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed (together with any adjoining part of the specified work which the undertaker reasonably requires to be constructed with that work), Network Rail must construct it without unreasonable delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.

(4) When signifying their approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in the engineer's reasonable opinion should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and such protective works as may be reasonably necessary for those purposes must be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the reasonable expense of the undertaker in either case without unreasonable delay and the undertaker must not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to the engineer's reasonable satisfaction.

(5) Network Rail must have regard to the proposed programme of works for the authorised development as may be made available to Network Rail by the undertaker and ensure that it does not unreasonably impede, interfere with or delay the authorised development.

(6) The undertaker is not required comply with sub-paragraph (1) in a case of emergency but in that case it must give to Network Rail notice as soon as is reasonably practicable.

6.—(1) Any specified work and any protective works to be constructed by virtue of paragraph 5(4) must, when commenced, be constructed—

(a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 5;

(b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;

(c) in such manner as to cause as little damage as is possible to railway property; and

(d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction shall be caused by the carrying out of, or in direct consequence of the construction of a specified work, the undertaker must, notwithstanding any such approval, make good such damage and must pay to Network Rail all reasonable expenses properly incurred to which Network Rail may be put and compensation for any direct loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part of this Schedule imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its employees, servants, contractors or agents or any liability on Network Rail with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

7. The undertaker must—

(a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and

(b) supply the engineer with all such information as the engineer may reasonably require with regard to a specified work or the method of constructing it.

8. Network Rail must at all times afford reasonable facilities to the undertaker and its employees, contractors or agents for access to any works carried out by Network Rail under this Part of this Schedule during their construction and must supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

9.—(1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction or completion of a specified work during a period of 24 months after the completion of that work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker 56 days' notice (or in the event of an emergency or safety critical issue such notice as is reasonable in the circumstances) of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to Network Rail the reasonable and proper cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably and properly incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the reasonable opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and the undertaker must, notwithstanding any such approval of a specified work under paragraph 5(3), pay to Network Rail all reasonable and properly incurred expenses to which Network Rail may be put and compensation for any direct loss which it may suffer by reason of the execution by Network Rail of that specified work provided that at all times Network Rail will be under an obligation to take reasonable steps to mitigate its loss and always excluding any consequential loss or indirect loss.

(3) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 10(a) provide such details of the formula or method of calculation by which those sums have been calculated as the undertaker may reasonably require.

(4) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph.

10. The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses agreed in advance with the undertaker and reasonably and properly incurred by Network Rail—

(a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 5(3) or in constructing any protective works under the provisions of paragraph 5(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;

(b) in respect of the reasonable approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;

(c) in respect of the employment or procurement of the services of any inspectors, signallers, watch-persons and other persons whom it is reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;

(d) in respect of any special traffic working resulting from any speed restrictions which may in the reasonable opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and

(e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work.

11.—(1) In this paragraph—

"EMI" means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail's apparatus; and

"Network Rail's apparatus" means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(2) This paragraph applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail's apparatus carried out after approval of plans under paragraph 5(1) for the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take all measures necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(4) In order to facilitate the undertaker's compliance with sub-paragraph (3)—

(a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail's apparatus which may be at risk of EMI, and thereafter must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 5(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;

(b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail's apparatus identified pursuant to sub-paragraph (a); and

(c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail's apparatus identified pursuant to sub-paragraph (a).

(5) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail's apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail's apparatus, but the means of prevention and the method of their execution must be selected in the reasonable discretion of Network Rail, and in relation to such modifications paragraph 5(1) has effect subject to the sub-paragraph.

(6) The undertaker shall use reasonable endeavours not to allow the use or operation of the authorised development in a manner that causes EMI and which introduces an intolerable risk to

the operation of the railway or the safety of the track workers (such intolerable risk would Include introducing exposure to electric and magnetic fields in excess of the requirements of the Control of Electromagnetic field at Work Regulations 2016, unacceptable transferred voltage potentials and interference impacting the safe operation of the signalling equipment),until measures have been taken in accordance with this paragraph to reduce the risk to tolerable levels of EMI.

(7) In the event of EMI having occurred—

(a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;

(b) (b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI;

(c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI; and

(d) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraphs (5) or (6) –

(i) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus;

(ii) any modifications to Network Rail's apparatus approved pursuant to those sub-paragraphs must be carried out and completed by the undertaker in accordance with paragraph 6.

(8) To the extent that it would not otherwise do so, the indemnity in paragraph 15(1) applies to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph (6) applies.

(9) For the purpose of paragraph 10(a) any modifications to Network Rail's apparatus under this paragraph shall be deemed to be protective works referred to in that paragraph.

(10) In relation to any dispute arising under this paragraph the reference in article 47 (Arbitration) to the Secretary of State shall be read as a reference to the Institution of Engineering and Technology.

12. If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation of railway property, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as to not adversely affect railway property.

13. The undertaker must not provide any illumination or illuminated sign or signal on or in connection with a specified work in the vicinity of any railway belonging to Network Rail unless it has first consulted Network Rail and it must comply with Network Rail's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.

14. Any additional expenses which Network Rail may reasonably and properly incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work must, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail.

15.—(1) The undertaker must pay to Network Rail all reasonable and properly incurred costs, charges, damages and expenses (but always excluding any consequential or indirect loss) not otherwise provided for in this Part of this Schedule (subject always to the remaining provisions of

this paragraph and to article 51 (no double recovery)) which may be occasioned to or reasonably incurred by Network Rail—

(a) by reason of the construction, maintenance or operation of a specified work or the failure thereof; or

(b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work;

(c) in respect of costs incurred by Network Rail in complying with any railway operational procedures or obtaining any regulatory consents which procedures are required to be followed or consents obtained to facilitate the carrying out or operation of the authorised development;

and the undertaker must indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission provided Network Rail will be under an obligation to take reasonable steps to mitigate its loss and always excluding any consequential loss or indirect loss: and the fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision does not (if it was done without negligence on the part of Network Rail or its employees, contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(2) Network Rail must—

(a) give the undertaker reasonable written notice of any such claims or demands as soon as reasonably practicable after Network Rail became aware of any such claims or demands;

(b) not admit liability or make any offer to settle or compromise any such claim or demand without the prior consent of the undertaker (which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand);

(c) take all reasonable steps to mitigate any liabilities relating to such claims or demands; and

(d) keep the undertaker informed in relation to the progress of any such claims and demands and have due regard to the undertaker's representations in relation to them.

(3) The sums payable by the undertaker under sub-paragraph (1) must if relevant include a sum equivalent to the relevant costs.

(4) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(5) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs is, in the event of default, enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to paragraph (4).

(6) In this paragraph—

"the relevant costs" means the costs, direct losses and expenses (including loss of revenue) properly and reasonably incurred by each train operator as a consequence of any specified work including but not limited to any restriction of the use of Network Rail's railway network as a direct result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in subparagraph (1); and

"train operator" means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

16.—(1) Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part of this Schedule (including the amount of the relevant costs mentioned in paragraph 14) and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or

claim made or to be made pursuant to this Part of this Schedule (including any claim relating to those relevant costs).

(2) Network Rail must provide an itemised invoice to the undertaker of all charges, costs, fees damages and expenses which are claimed under this Part of this Schedule and any payment due to Network Rail under this Part of this Schedule must be made within 30 days of receipt of the itemised invoice.

17. In the assessment of any sums payable to Network Rail under this Part of this Schedule there must not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part of this Schedule or increasing the sums so payable.

18. The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to the undertaker of—

(a) any railway property shown on the works and land plans and described in the book of reference;

(b) any lands, works or other property held in connection with any such railway property; and

(c) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.

19. Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part I of the Railways Act 1993.

20. The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State's consent, under article 5 (benefit of Order) of this Order and any such notice must be given no later than 14 days before any such application is made and must describe or give (as appropriate)—

(a) the nature of the application to be made;

(b) the extent of the geographical area to which the application relates; and

(c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

21. The undertaker must no later than 28 days from the date that the plans submitted to and certified by the Secretary of State in accordance with article 42 (certification of plans and documents, etc.) are certified by the Secretary of State, provide a set of those plans to Network Rail in the format of a USB stick or download link.

22. Any difference under the provisions of this Part of the Schedule must be, unless otherwise agreed in writing between the undertaker and Network Rail, determined by arbitration in accordance with article 47 (arbitration).

PART 6

FOR THE PROTECTION OF NATIONAL GAS TRANSMISSION PLC AS GAS UNDERTAKER

Application

1.—(1) For the protection of National Gas as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and National Gas.

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Gas, where the benefit of this Order is transferred or granted to another person under article 5 (benefit of Order) –

(a) any agreement of the type mentioned in subparagraph (1) has effect as if it had been made between National Gas and the transferee or grantee (as the case may be); and

(b) written notice of the transfer or grant must be given to National Gas on or before the date of that transfer or grant.

(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Gas (but see paragraph 11(3)b).

Interpretation

2. In this Part of this Schedule—

"acceptable credit provider" means a bank or financial institution with a credit rating that is not lower than: (i) "A-" if the rating is assigned by Standard & Poor's Ratings Group or Fitch Ratings; and "A3" if the rating is assigned by Moody's Investors Services Inc;

"acceptable insurance" means general third party liability insurance effected and maintained by the undertaker with a combined property damage and bodily injury limit of indemnity of not less than £50,000,000.00 (fifty million pounds) per occurrence or series of occurrences arising out of one event. Such insurance shall be maintained (a) during the construction period of the authorised works; and (b) after the construction period of the authorised works in respect of any use and maintenance of the authorised development by or on behalf of the undertaker which constitute specified works and arranged with an insurer whose security/credit rating meets the same requirements as an "acceptable credit provider", such insurance shall include (without limitation):

(a) a waiver of subrogation and an indemnity to principal clause in favour of National Gas

(b) pollution liability for third party property damage and third party bodily damage arising from any pollution/contamination event with a (sub)limit of indemnity of not less than £10,000,000.00 (ten million pounds) per occurrence or series of occurrences arising out of one event or £20,000,000.00 (twenty million pounds) in aggregate;

"alternative apparatus" means appropriate alternative apparatus to the reasonable satisfaction of National Gas to enable National Gas to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means any gas mains, pipes or other apparatus belonging to or maintained by National Gas for the purposes of gas supply, together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Gas for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

"authorised works" has the same meaning as is given to the term "authorised development" in article 2(1) (interpretation) of this Order;

"commence" and "commencement" has the same meaning as in article 2(1) (interpretation) of this Order save that for the purposes of this Part of this Schedule shall include any below ground surveys, monitoring, ground work operations or the receipt and erection of construction plant and equipment;

"deed of consent" means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

"functions" includes powers and duties;

"ground mitigation scheme" means a scheme approved by National Gas (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

"ground monitoring scheme" means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored,

the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the undertaker to submit for National Gas's approval a ground mitigation scheme;

"ground subsidence event" means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

"maintain" and "maintenance" includes the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Gas, including to construct, use, repair, alter, inspect, renew or remove the apparatus;

"National Gas" means National Gas Transmission plc (Company Number 02006000) whose registered office is at National Grid House, Warwick Technology Park, Gallows Hill, Warwick, CV34 6DA or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986;

"plan" or "plans" include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

"parent company" means a parent company of the undertaker acceptable to and which shall have been approved by National Gas acting reasonably;

"specified works" means any of the authorised works which:

(a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise; and/or

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise.; and/or

(c) includes any of the activities that are referred to in paragraph 8 of T/SP/SSW/22 (National Gas's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Gas, High pressure Gas pipelines and associated installation requirements for third parties".

On Street Apparatus

3. Except for paragraphs 4 (apparatus in streets subject to temporary closure), 9 (retained apparatus: protection of National Gas as gas undertaker), 10 (expenses) and 11 (indemnity) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of National Gas, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Gas are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of National Gas in streets subject to temporary closure

4.—(1) Where any street is closed under article 10 (temporary closure of streets), if National Gas has any apparatus in the street or accessed via that street National Gas has the same rights in respect of that apparatus as it enjoyed immediately before the closure and the undertaker must grant to National Gas, or procure the granting to National Gas of, legal easements reasonably satisfactory to National Gas in respect of such apparatus and access to it prior to the closure of any such street but nothing in this paragraph affects any right of the undertaker or National Gas to require the removal of that apparatus under paragraph 7 or the power of the undertaker, subject to compliance with this sub-paragraph, to carry out works under paragraph 9.

(2) Notwithstanding the temporary closure or diversion of any street under the powers of article 10 (temporary closure of streets), National Gas is at liberty at all times to take all necessary access across any such closed street and to execute and do all such works and things in, upon or under

any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of closure or diversion was in that street.

Protective works to buildings

5. The undertaker, must exercise the powers conferred by article 17 (protective work to buildings), so as not to obstruct or render less convenient the access to any apparatus without the written consent of National Gas (such consent not to be unreasonably withheld or delayed).

Acquisition of land

6.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not appropriate, acquire, extinguish, interfere with or override any easement, other interest or right and/or apparatus of National Gas otherwise than by agreement (such agreement not to be unreasonably withheld or delayed).

(2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between National Gas and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of National Gas or affect the provisions of any enactment or agreement regulating the relations between National Gas and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as National Gas reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Gas and the undertaker acting reasonably and which must be no less favourable on the whole to National Gas unless otherwise agreed by National Gas, and it will be the responsibility of the undertaker to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) Save where otherwise agreed in writing between National Gas and the undertaker, the undertaker and National Gas agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus/including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Gas and/or other enactments relied upon by National Gas as of right or other use in relation to the apparatus, then the provisions in this Schedule shall prevail.

(4) Any agreement or consent granted by National Gas under paragraph 9 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph (1).

Removal of apparatus

7.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in or possesses temporarily any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of National Gas to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Gas in accordance with sub-paragraph (2) to (5).

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Gas advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Gas reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), secure any necessary consents for the alternative

apparatus and afford to National Gas to its reasonable satisfaction (taking into account paragraph 8(1)) the necessary facilities and rights—

(a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and

(b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Gas must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances to assist the undertaker to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that National Gas shall not be in any way obliged to facilitate the obtaining of any necessary facilities and rights in land as a result of its reasonable assistance to the undertaker and this obligation does not extend to the requirement for National Gas to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between National Gas and the undertaker or in default of agreement settled by arbitration in accordance with this Order.

(5) National Gas must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with this Order, and subject to a written diversion agreement having been entered into between the parties (on reasonable terms) and the grant to National Gas of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

8.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for National Gas facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and National Gas and must be no less favourable on the whole to National Gas than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Gas, acting reasonably.

(2) Where the terms and conditions referred to in sub-paragraph (1) cannot be agreed between the undertaker and National Gas or where the facilities and rights to be granted to National Gas are in National Gas's reasonable opinion less favourable on the whole to National Gas than the existing facilities and rights enjoyed by it, the matter will be settled by arbitration in accordance with paragraph 15 (Arbitration) of this Part of the Schedule.

(3) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to National Gas than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to National Gas as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of gas undertaker

9.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to National Gas a plan and, if reasonably required by National Gas, a ground monitoring scheme in respect of those works.

(2) In relation to specified works the plan to be submitted to National Gas under sub-paragraph (1) must include a method statement and describe—

(a) the exact position of the works;

(b) the level at which these are proposed to be constructed or renewed;

(c) the manner of their construction or renewal including details of excavation, positioning of plant etc;

(d) the position of all apparatus;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and

(f) any intended maintenance regimes.

(3) The undertaker must not commence any specified works to which sub-paragraphs (1) and (2) apply until National Gas has given written approval of the plan so submitted.

(4) Any approval of National Gas required under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (5) or (6) provided that any conditions are communicated to the undertaker within a period of 42 days beginning with the date on which a plan is submitted to National Gas in accordance with sub-paragraph (1); and,

(b) must not be unreasonably withheld or delayed.

(5) In relation to any specified works to which sub-paragraph s (1) and/or (2) applies, National Gas may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus and National Gas must notify the undertaker of such modifications within a period of 42 days beginning with the date on which the plan required under sub-paragraph (1) has been submitted to National Gas.

(6) Works executed under sub-paragraphs (1) or (2) must be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub paragraph (5), as approved or as amended from time to time by agreement between the undertaker and National Gas and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5) or (7) by National Gas for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Gas will be entitled to watch and inspect the execution of those works.

(7) Where National Gas requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Gas' reasonable satisfaction prior to the commencement of any specified works for which protective works are required and National Gas must give notice of its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(8) If National Gas in accordance with sub-paragraphs (5) or (7) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 3 and 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(10) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in section 52 of the 1991 Act but in that case it must give to National Gas notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances and comply with sub paragraph (11) at all times;

(11) At all times when carrying out any works authorised under the Order National Gas must comply with National Gas's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Gas, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW22" and HSE's "HS(~G)47 Avoiding Danger from underground services".

(12) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker shall implement an appropriate ground mitigation scheme save that National Gas retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 10.

Expenses

10.—(1) Save where otherwise agreed in writing between National Gas and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Gas within 30 days of receipt of an itemised invoice or claim from National Gas all charges, costs and expenses (but always excluding any consequential or indirect loss) reasonably anticipated within the following three months or reasonably and properly incurred by National Gas in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any specified works including without limitation—

(a) any costs reasonably incurred by or compensation properly paid by National Gas in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Gas as a consequence of National Gas;

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 7(3); or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Gas;

(b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;

(c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;

(d) the approval of plans;

(e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;

(f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 14 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the

existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Gas by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and

(b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) Any amount which apart from this sub-paragraph would be payable to National Gas in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Gas any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

Indemnity

11.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any specified works authorised by this Part of this Schedule or in consequence of the construction, use maintenance or failure of any of the specified works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the specified works) or property of National Gas, or there is any interruption in any service or supply of gas provided by National Gas, or National Gas becomes liable to pay any amount to any third party, the undertaker will—

(a) bear and pay on demand accompanied by an invoice or claim from National Gas the cost reasonably and properly incurred by National Gas in making good such damage or restoring the supply; and

(b) indemnify National Gas for any other expenses, loss, demands, proceedings, damages, claims, penalties or costs incurred by or recovered from National Gas, by reason or in consequence of any such damage or interruption or National Gas becoming liable to any third party as aforesaid other than arising from any default of National Gas.

(2) The fact that any act or thing may have been done by National Gas on behalf of the undertaker or in accordance with a plan approved by National Gas or in accordance with any requirement of National Gas or under its supervision this will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless National Gas fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of—

(a) any damage or interruption to the extent that it is attributable to the neglect or default of National Gas, its officers, servants, contractors or agents;

(b) any specified works and/or any other works authorised by this Part of this Schedule carried out by National Gas as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 5 (benefit of Order) subject to the proviso that once such works become apparatus ("new apparatus"), any specified works yet to be executed and not falling within this sub-section 3(b) will be subject to the full terms of this Part of this Schedule including this paragraph 11; and/or

(c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable;

(4) National Gas must give the undertaker reasonable written notice of any such third party claim or demand as soon as reasonably practicable after National Gas became aware of any such claims or demands, and no settlement, admission of liability or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without the prior consent of the undertaker (such consent not to be unreasonably withheld or delayed) (which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceeding necessary to resist the claim or demand).

(5) National Gas must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(6) National Gas must use all reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within National Gas's reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of National Gas's control and if reasonably requested to do so by the undertaker If requested to do so by the undertaker, National Gas must provide an explanation of how the claim has been minimised, where relevant. The undertaker will only be liable under this paragraph for claims reasonably and properly incurred by National Gas.

(7) Not to commence any specified works unless and until National Gas is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and provided evidence to National Gas that it shall maintain such acceptable insurance for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and National Gas has confirmed the same in writing to the undertaker.

(8) In the event that the undertaker fails to comply with paragraph 11(7) of this Part of this Schedule, nothing in this Part of this Schedule shall prevent National Gas from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

Enactments and agreements

12. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between National Gas and the undertaker, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and National Gas in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

13.—(1) Where in consequence of the proposed construction of any part of the specified works, the undertaker or National Gas requires the removal of apparatus under paragraph 7(2) or National Gas makes requirements for the protection or alteration of apparatus under paragraph 8, the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the specified works and taking into account the need to ensure the safe and efficient operation of National Gas's undertaking and National Gas must use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever National Gas's consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, it must not be unreasonably withheld or delayed.

Access

14. If in consequence of the agreement reached in accordance with paragraph 6(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable National Gas to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

15. Any difference or dispute arising between the undertaker and National Gas under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Gas, be determined by arbitration in accordance with article 47 (arbitration).

Notices

16. Notwithstanding article 46 (service of notices), any plans submitted to National Gas by the undertaker pursuant to paragraph 9 must be submitted using the LSBUD system (https://lsbud.co.uk/) or such other address as National Gas may from time to time appoint instead for that purpose and notify to the undertaker in writing.

PART 7

FOR THE PROTECTION OF NATIONAL GRID ELECTRICITY TRANSMISSION PLC AS ELECTRICITY UNDERTAKER

Application

1.—(1) For the protection of National Grid Electricity Transmission Plc as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and National Grid Electricity Transmission Plc.

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Grid Electricity Transmission Plc, where the benefit of this Order is transferred or granted to another person under article 5 (benefit of Order)—

(a) Any agreement of the type mentioned in subparagraph (1) has effect as if it had been made between National Grid Electricity Transmission Plc and the transferee or grantee (as the case may be); and

(b) written notice of the transfer or grant must be given to National Grid Electricity Transmission Plc on or before the date of that transfer or grant.

(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Grid Electricity Transmission Plc (see paragraph 10(3)(c)).

Interpretation

2. In this Part of this Schedule—

"alternative apparatus" means appropriate alternative apparatus to the reasonable satisfaction of National Grid Electricity Transmission Plc to enable National Grid Electricity Transmission Plc to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means:

(a) electric lines or electrical plant as defined in the 1989 Act, belonging to or maintained by National Grid Electricity Transmission Plc together with any replacement apparatus; and

(b) such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Grid Electricity Transmission Plc for the purposes of transmission, distribution or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus.

"authorised works" has the same meaning as is given to the term "authorised development" in article 2(1) (interpretation) of this Order;

"commence" and "commencement" in paragraph 8 of this Part of this Schedule has the same meaning as in article 2 (interpretation) of this Order;

"deed of consent" means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

"functions" includes powers and duties;

"ground mitigation scheme" means a scheme approved by National Grid Electricity Transmission Plc (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

"ground monitoring scheme" means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the undertaker to submit for National Grid Electricity Transmission Plc's approval a ground mitigation scheme;

"ground subsidence event" means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

"maintain" and "maintenance" includes the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid Electricity Transmission Plc including to construct, use, repair, alter, inspect, renew or remove the apparatus;

"National Grid Electricity Transmission Plc" means National Grid Electricity Transmission Plc (Company Number 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH or any successor as a licence holder within the meaning of Part 1 of the Electricity Act 1989;

"plan" or "plans" include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

"specified works" means any of the authorised works which:

(a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 6(2) or otherwise; and/or

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 6(2) or otherwise.

On Street Apparatus

3. Except for paragraphs 4 (apparatus of National Grid Electricity Transmission Plc in streets subject to temporary closure), 8 (retained apparatus: protection of National Grid Electricity Transmission Plc as Electricity Undertaker), 9 (expenses) and 10 (indemnity) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of National Grid Electricity Transmission Plc, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Grid Electricity Transmission Plc are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of National Grid Electricity Transmission Plc in streets subject to temporary closure

4.—(1) Where any street is closed under article 10 (temporary closure of streets), if National Grid Electricity Transmission Plc has any apparatus in the street or accessed via that street National Grid Electricity Transmission Plc has the same rights in respect of that apparatus as it enjoyed immediately before the closure and the undertaker must grant to National Grid Electricity Transmission Plc, or procure the granting to National Grid Electricity Transmission Plc of, legal easements reasonably satisfactory to National Grid Electricity Transmission Plc in respect of such apparatus and access to it prior to the closure of any such street but nothing in this paragraph affects any right of the undertaker or National Grid Electricity Transmission Plc to require the removal of that apparatus under paragraph 6 or the power of the undertaker, subject to compliance with this sub-paragraph, to carry out works under paragraph 8.

(2) Notwithstanding the temporary closure or diversion of any street under the powers of article 10 (temporary closure of streets), National Grid Electricity Transmission Plc is at liberty at all times to take all necessary access across any such closed street and to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of closure or diversion was in that street.

Protective works to buildings

5. The undertaker, must exercise the powers conferred by article 17 (protective work to buildings), so as not to obstruct or render less convenient the access to any apparatus without the prior written consent of National Grid Electricity Transmission Plc (such consent not to be unreasonably withheld or delayed).

Removal of apparatus

6.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in or possesses temporarily any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of National Grid Electricity Transmission Plc to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Grid Electricity Transmission Plc in accordance with sub-paragraph (2) to (5).

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Grid Electricity Transmission Plc advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid Electricity Transmission Plc reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to National Grid Electricity Transmission Plc to its reasonable satisfaction (taking into account paragraph 7(1)) the necessary facilities and rights—

(a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and

(b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid Electricity Transmission Plc must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances to assist the undertaker to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation does not extend to the requirement for National Grid Electricity Transmission Plc to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between National Grid Electricity Transmission Plc and the undertaker or in default of agreement settled by arbitration in accordance with this Order.

(5) National Grid Electricity Transmission Plc must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with this Order, and subject to the grant to National Grid Electricity Transmission Plc of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

7.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for National Grid Electricity Transmission Plc facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and National Grid Electricity Transmission Plc or in default of agreement settled by arbitration in accordance with this Order.

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to National Grid Electricity Transmission Plc than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to National Grid Electricity Transmission Plc as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of National Grid Electricity Transmission Plc as Electricity Undertaker

8.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to National Grid Electricity Transmission Plc a plan of the works to be executed and seek from National Grid Electricity Transmission Plc details of the underground extent of their electricity assets.

(2) In relation to specified works the plan to be submitted to National Grid Electricity Transmission Plc under sub-paragraph (1) must include a method statement and describe—

(a) the exact position of the works;

(b) the level at which these are proposed to be constructed or renewed;

(c) the manner of their construction or renewal including details of excavation, positioning of plant;

(d) the position of all apparatus;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;

(f) any intended maintenance regimes; and

(g) an assessment of risks of rise of earth issues.

(h) a ground monitoring scheme, where required.

(3) In relation to any works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity tower or between any two or more electricity towers, the plan to be submitted under sub-paragraph (1) must, in addition to the matters set out in sub-paragraph (2), include a method statement describing—

(a) details of any cable trench design including route, dimensions, clearance to pylon foundations;

(b) demonstration that pylon foundations will not be affected prior to, during and post construction;

(c) details of load bearing capacities of trenches;

(d) details of any cable installation methodology including access arrangements, jointing bays and backfill methodology;

(e) a written management plan for high voltage hazard during construction and ongoing maintenance of any cable route;

(f) written details of the operations and maintenance regime for any cable, including frequency and method of access;

(g) assessment of earth rise potential if reasonably required by National Grid Electricity Transmission Plc's engineers; and

(h) evidence that trench bearing capacity is to be designed to support overhead line construction traffic of up to and including 26 tonnes in weight.

(4) The undertaker must not commence any specified works to which sub-paragraphs (2) or (3) apply until National Grid Electricity Transmission Plc has given written approval of the plan so submitted.

(5) Any approval of National Grid Electricity Transmission Plc required under sub-paragraph (4)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (6) or (7) provided that any conditions are communicated to the undertaker within a period of 28 days beginning with the date on which a plan is submitted to National Grid Electricity Transmission Plc in accordance with sub-paragraph (1); and,

(b) must not be unreasonably withheld or delayed.

(6) In relation to any specified works to which sub-paragraphs (2) or (3) applies, National Grid Electricity Transmission Plc may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus and National Grid Electricity Transmission Plc must notify the undertaker of such modifications within a period of 28 days beginning with the date on which the plan required under sub-paragraph (2) or (3) has been submitted to National Grid Electricity Transmission Plc.

(7) Works executed under sub-paragraphs (2) or (3) must be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (6), as approved or as amended from time to time by agreement between the undertaker and National Grid Electricity Transmission Plc and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (6) or (8) by National Grid Electricity Transmission Plc for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid Electricity Transmission Plc will be entitled to watch and inspect the execution of those works.

(8) Where National Grid Electricity Transmission Plc requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Grid Electricity Transmission Plc's reasonable satisfaction prior to the commencement of any specified works for which protective works are required and National Grid Electricity Transmission Plc must give notice of its requirement for such works within 28 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(9) If National Grid Electricity Transmission Plc in accordance with sub-paragraphs (6) or (8) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 3 and

6 to 7 apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

(10) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(11) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in section 52 of the 1991 Act but in that case it must give to National Grid Electricity Transmission Plc notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances.

Expenses

9.—(1) Save where otherwise agreed in writing between National Grid Electricity Transmission Plc and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Grid Electricity Transmission Plc within 60 days of receipt of an itemised invoice or claim from National Grid Electricity Transmission Plc all charges, costs and expenses (but always excluding any consequential or indirect loss) reasonably and properly incurred by National Grid Electricity Transmission Plc in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any specified works including without limitation—

(a) any costs reasonably incurred by or compensation properly paid by National Grid Electricity Transmission Plc in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Grid Electricity Transmission Plc as a consequence of National Grid Electricity Transmission Plc—

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 6(3); or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid Electricity Transmission Plc;

(b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;

(c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;

(d) the approval of plans;

(e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;

(f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 14 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid Electricity Transmission Plc by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and

(b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) Any amount which apart from this sub-paragraph would be payable to National Grid Electricity Transmission Plc in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Grid Electricity Transmission Plc any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

Indemnity

10.—(1) Subject to sub-paragraphs (2) and (3) and to article 51 (no double recovery), if by reason or in consequence of the construction of any specified works authorised by this Part of this Schedule or in consequence of the construction, use maintenance or failure of any of the specified works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule, or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the specified works) or property of National Grid Electricity Transmission Plc, or there is any interruption in any service provided by National Grid Electricity Transmission Plc, or National Grid Electricity Transmission Plc becomes liable to pay any amount to any third party, the undertaker will—

(a) bear and pay on demand accompanied by an invoice or claim from National Grid Electricity Transmission Plc the cost reasonably and properly incurred by National Grid Electricity Transmission Plc in making good such damage or restoring the supply; and

(b) indemnify National Grid Electricity Transmission Plc for any other expenses, loss, demands, proceedings, damages, claims, penalties or costs incurred by or recovered from National Grid Electricity Transmission Plc, by reason or in consequence of any such damage or interruption or National Grid Electricity Transmission Plc becoming liable to any third party as aforesaid other than arising from any default of National Grid Electricity Transmission Plc.

(2) The fact that any act or thing may have been done by National Grid Electricity Transmission Plc on behalf of the undertaker or in accordance with a plan approved by National Grid Electricity Transmission Plc or in accordance with any requirement of National Grid Electricity Transmission Plc or under its supervision this will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless National Grid Electricity Transmission Plc fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of—

(a) any damage or interruption to the extent that it is attributable to the neglect or default of National Grid Electricity Transmission Plc, its officers, servants, contractors or agents;

(b) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable;

(c) any specified works and/or any other works authorised by this Part of this Schedule carried out by National Grid Electricity Transmission Plc as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 5 (benefit of Order) subject to the proviso that once such works become apparatus ("new apparatus"), any specified works yet to be executed and not falling within this sub-section 3(c) will be subject to the full terms of this Part of this Schedule including this paragraph 10;

(4) National Grid Electricity Transmission Plc must give the undertaker reasonable written notice of any such third party claim or demand as soon as reasonably practicable after National Grid Electricity Transmission Plc became aware of any such claims or demands, and no settlement, admission of liability or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without the prior consent of the undertaker (which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand).

(5) National Grid Electricity Transmission Plc must use all reasonable steps to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies. If requested to do so by the undertaker, National Grid Electricity Transmission Plc must provide an explanation of how the claim has been minimised. The undertaker will only be liable under this paragraph for claims reasonably and properly incurred by National Grid Electricity Transmission Plc.

(6) National Grid Electricity Transmission Plc must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

Enactments and agreements

11. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between National Grid Electricity Transmission Plc and the undertaker, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and National Grid Electricity Transmission Plc in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

12.—(1) Where in consequence of the proposed construction of any part of the specified works, the undertaker or National Grid Electricity Transmission Plc requires the removal of apparatus under paragraph 6(2) or National Grid Electricity Transmission Plc makes requirements for the protection or alteration of apparatus under paragraph 8, the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the specified works and taking into account the need to ensure the safe and efficient operation of National Grid Electricity Transmission Plc's undertaking and National Grid Electricity Transmission Plc must use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever National Grid Electricity Transmission Plc's consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, it must not be unreasonably withheld or delayed.

Access

13. If in consequence of the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must use reasonable endeavours to provide such alternative means of access over the Order land to such apparatus as will enable National Grid Electricity Transmission Plc to access, maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

14. Any difference or dispute arising between the undertaker and National Grid Electricity Transmission Plc under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Grid Electricity Transmission Plc, be determined by arbitration in accordance with article 47 (arbitration).

Notices

15. Notwithstanding article 46 (service of notices), any plans submitted to National Grid Electricity Transmission Plc by the undertaker pursuant to this Part must be submitted using the LSBUD system (https://lsbud.co.uk/) or such other address as National Grid Electricity Transmission Plc may from time to time appoint instead for that purpose and notify to the undertaker in writing.

SCHEDULE 16

Article 47

Arbitration Rules

Primary objective

1.—(1) The primary objective of these arbitration rules is to achieve a fair, impartial, final and binding award on the substantive difference between the parties (save as to costs) within four months from the date the Arbitrator is appointed pursuant to article 47 (*arbitration*) of the Order.

(2) The Parties shall first use their reasonable endeavours to settle a dispute amicably through negotiations undertaken in good faith by the senior management of the Parties. Any dispute which is not resolved amicably by the senior management of the Parties within 20 working days of the dispute arising, or such longer period as agreed in writing by the Parties, shall be subject to arbitration in accordance with the terms of this Schedule.

(3) The Arbitration will be deemed to have commenced when a party ("the Claimant") serves a written notice of arbitration on the other party ("the Respondent").

Time periods

2.—(1) All time periods in these Arbitration Rules are measured in working days and this will exclude weekends, bank holidays and public holidays.

(2) Time periods are calculated from the day after the Arbitrator is appointed which is either—

(a) the date the Arbitrator notifies the parties in writing of the Arbitrator's acceptance of an appointment by agreement of the parties; or

(b) the date the Arbitrator is appointed by the Secretary of State.

Timetable

3.—(1) The timetable for the Arbitration is set out in sub–paragraphs (2) to (4) below unless amended in accordance with paragraph 5(3).

(2) Within 15 days of the Arbitrator being appointed, the Claimant must provide both the Respondent and the Arbitrator with—

(a) a written Statement of Claim which describes the nature of the difference between the parties, the legal and factual issues, the Claimant's contentions as to those issues, and the remedy it is seeking; and

(b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports.

(3) Within 15 days of receipt of the Claimant's statements under sub–paragraph (2) by the Arbitrator and Respondent, the Respondent must provide the Claimant and the Arbitrator with—

(a) a written Statement of Defence responding to the Claimant's Statement of Claim, its statement in respect of the nature of the difference, the legal and factual issues in the Claimant's claim, its acceptance of any element(s) of the Claimant's claim, its contentions as to those elements of the Claimant's claim it does not accept;

(b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports; and

(c) any objections it wishes to make to the Claimant's statements, comments on the Claimant's expert report(s) (if submitted by the Claimant) and explanations for the objections.

(4) Within 5 days of the Respondent serving its statements under sub–paragraph (3), the Claimant may make a Statement of Reply by providing both the Respondent and the Arbitrator with—

(a) a written statement responding to the Respondent's submissions, including its reply in respect of the nature of the difference, the issues (both factual and legal) and its contentions in relation to the issues;

(b) all statements of evidence and copies of documents in response to the Respondent's submissions;

(c) any expert report in response to the Respondent's submissions;

(d) any objections to the statements of evidence, expert reports or other documents submitted by the Respondent; and

(e) its written submissions in response to the legal and factual issues involved.

Procedure

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

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

(3) Within 5 days of receiving the last submission, the Arbitrator must notify the parties whether a hearing is to be held and the length of that hearing.

(4) Within 10 days of the Arbitrator advising the parties that he is to hold a hearing, the date and venue for the hearing must be fixed by agreement with the parties, save that if there is no agreement the Arbitrator must direct a date and venue which he considers is fair and reasonable in all the circumstances. The date for the hearing must not be less than 35 days from the date of the Arbitrator's direction confirming the date and venue of the hearing.

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

(6) There is no process of examination and cross-examination of experts, but the Arbitrator must invite the parties to ask questions of the experts by way of clarification of any answers given by

the expert(s) in response to the Arbitrator's questions. Prior to the hearing the procedure for the expert(s) is—

(a) at least 20 days before a hearing, the Arbitrator must provide a list of issues to be addressed by the expert(s);

(b) if more than one expert is called, they are to jointly confer and produce a joint report or reports within 10 days of the issues being provided; and

(c) the form and content of a joint report must be as directed by the Arbitrator and must be provided at least 5 days before the hearing.

(7) Within 10 days of a hearing or a decision by the Arbitrator that no hearing is to be held the Parties may by way of exchange provide the Arbitrator with a final submission in connection with the matters in dispute and any submissions on costs. The Arbitrator must take these submissions into account in the Award.

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

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

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

Arbitrator's powers

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

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

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

(a) if the Arbitrator is satisfied that a variation of any fixed time limit is reasonably necessary to avoid a breach of the rules of natural justice; and then

(b) only for such a period that is necessary to achieve fairness between the parties.

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

Costs

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

(**a**) 1996 c. 23.

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

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

Confidentiality

7.—(1) Subject to sub-paragraphs (2) and (3), any arbitration hearing and documentation shall be open to and accessible by the public.

(2) Where the Arbitration relates to a dispute or difference under the provisions of Schedule 18, the hearings must take place in private unless otherwise agreed between the parties and any matters, materials, documents, awards, expert reports and the like are confidential and must not be disclosed to any third party without prior written consent of the other party.

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

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

SCHEDULE 17

Article 38

Hedgerows

PART 1

Removal of Hedgerows

(1) Area	*(2) Reference of hedgerow*
East Riding of Yorkshire District	The hedgerow marked H0003b on sheet 5 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0005 on sheet 5 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0007 on sheet 6 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0008 on sheet 7 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0010 on sheet 7 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0013 on sheet 8 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0014 on sheet 9 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0015 on sheet 9 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0016 on sheet 9 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0024 on sheet 12 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0026 on sheet 12 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0027 on sheet 12 of the Tree Preservation Order and Hedgerow Plan

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East Riding of Yorkshire District	The hedgerow marked H0028 on sheet 12 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0029 on sheet 12 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0032 on sheet 13 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0034 on sheet 14 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0035 on sheet 14 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0037 on sheet 15 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0038 on sheet 15 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0039 on sheet 15 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0040 on sheet 15 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0042 on sheet 15 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0043 on sheet 16 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The line of trees marked H0044 on sheet 16 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The line of trees marked H0045 on sheet 16 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The line of trees marked H0046 on sheet 16 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The line of trees marked H0047 on sheet 16 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0052 on sheet 17 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0053 on sheet 18 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0068a on sheet 23 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0070 on sheet 23 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0072 on sheet 23 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0074 on sheet 24 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0075 on sheet 24 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0076 on sheet 24 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0077 on sheet 25 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0078 on sheet 24 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0079 on sheet 26 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0080 on sheet 26 of the Tree Preservation Order and Hedgerow Plan

East Riding of Yorkshire District	The hedgerow marked H0081 on sheet 26 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0084 on sheet 27 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0086 on sheet 28 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0087 on sheet 28 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0102 on sheet 29 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0104 on sheet 30 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0106 on sheet 30 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0107 on sheet 30 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0109 on sheet 31 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0110 on sheet 31 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0111 on sheet 31 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0113a on sheet 31 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0117 on sheet 32 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0118 on sheet 33 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0125 on sheet 35 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0126 on sheet 35 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0128 on sheet 34 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0129 on sheet 35 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0134 on sheet 35 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0135 on sheet 36 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0153 on sheet 37 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0154 on sheet 37 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0158 on sheet 37 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0165 on sheet 38 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0166 on sheet 38 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0166 on sheet 38 of the Tree Preservation Order and Hedgerow Plan

PART 2

Removal of important hedgerows

(1) Area	*(2) Reference of hedgerow*
East Riding of Yorkshire District	The hedgerow marked H0001 on sheet 5 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0002 on sheet 5 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0009 on sheet 7 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0011 on sheet 8 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0012 on sheet 8 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0017 on sheet 9 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0018 on sheet 10 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0019 on sheet 10 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0020 on sheet 10 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0021 on sheet 11 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0022 on sheet 11 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0023 on sheet 11 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0025 on sheet 12 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0030 on sheet 12 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0033 on sheet 14 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0048 on sheet 16 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0049 on sheet 17 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0050 on sheet 17 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0051 on sheet 17 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0054 on sheet 18 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0055 on sheet 18 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0056 on sheet 18 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0057 on sheet 19 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0058b on sheet 19 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0059b on sheet 19 of the Tree Preservation Order and Hedgerow Plan

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East Riding of Yorkshire District	The hedgerow marked H0060 on sheet 19 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0062 on sheet 21 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0063 on sheet 21 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0064 on sheet 22 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0065 on sheet 22 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0066 on sheet 22 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0067 on sheet 22 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0082 on sheet 26 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0088 on sheet 28 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0089 on sheet 28 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0090 on sheet 28 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0093 on sheet 29 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0094 on sheet 29 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0096 on sheet 29 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0097 on sheet 29 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0098 on sheet 29 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0100 on sheet 29 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0101 on sheet 29 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0103 on sheet 29 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0108 on sheet 31 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0114 on sheet 31 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0115 on sheet 32 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0116 on sheet 32 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0120 on sheet 34 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0121 on sheet 34 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0122 on sheet 34 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0123 on sheet 34 of the Tree Preservation Order and Hedgerow Plan

East Riding of Yorkshire District	The hedgerow marked H0124 on sheet 34 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0127 on sheet 35 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0137 on sheet 36 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0140 on sheet 36 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0144b on sheet 36 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0151 on sheet 36 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0159 on sheet 37 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0160 on sheet 37 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0162 on sheet 38 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0163 on sheet 38 of the Tree Preservation Order and Hedgerow Plan
East Riding of Yorkshire District	The hedgerow marked H0164 on sheet 38 of the Tree Preservation Order and Hedgerow Plan

SCHEDULE 18

Article 49

Compensation Measures

PART 1

Dogger Bank Special Area of Conservation: Delivery of measures to compensate for sandbank loss

1. In this Part—

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

"Dogger Bank SAC" means the site designated as the Dogger Bank Special Area of Conservation;

"Strategic Compensation Fund" means a marine recovery fund operated by Defra pursuant to the Offshore Wind Environmental Improvement Package of the British Energy Security Strategy (April 2022), the Energy Act 2023 or any subordinate legislation made pursuant thereto, for the implementation of strategic compensation or any equivalent strategic compensation fund established for that purpose;

"Dogger Bank CIMP" means the Dogger Bank compensation implementation and monitoring plan for the delivery of measures to compensate for impacts on sandbanks within the Dogger Bank SAC as a result of the authorised development;

"Dogger Bank compensation plan" means the document certified as the Dogger Bank compensation plan for the purposes of this Order by the Secretary of State under article 42 (certification of plans and documents etc.); and

"DBCSG" means the project level Dogger Bank compensation steering group.

2. The offshore works within the Dogger Bank SAC may not be commenced until a plan for the work of the DBCSG has been submitted to and approved by the Secretary of State. Such plan to include—

(a) terms of reference of the DBCSG;

(b) details of the membership of the DBCSG which must include the relevant statutory nature conservation body and, where appropriate, the MMO as core members;

(c) details of the proposed schedule of meetings, timetable for preparation of the Dogger Bank CIMP and reporting and review periods; and

(d) the dispute resolution mechanism.

3. Following consultation with the DBCSG, the Dogger Bank CIMP must be submitted to the Secretary of State for approval in consultation with the MMO and relevant statutory nature conservation body.

4. The Dogger Bank CIMP must be based on the strategy for compensation set out in the Dogger Bank compensation plan and must include—

(a) details of the method and level of support provided to Defra and relevant statutory nature conservation bodies;

(b) details of contribution(s) paid or to be paid to the Strategic Compensation Fund;

(c) estimated timescales for completing the designation; and

(d) details of engagement in respect of monitoring and reporting of monitoring.

5. The undertaker must implement the measures set out in the Dogger Bank CIMP approved by the Secretary of State, unless otherwise agreed in writing by the Secretary of State in consultation with the MMO and relevant statutory nature conservation body.

6. The undertaker must notify the Secretary of State of—

(a) completion of compensation pursuant to the Dogger Bank CIMP;

(b) payment(s) into any Strategic Compensation Fund.

7. The Dogger Bank CIMP approved under this Schedule includes any amendments that may subsequently be approved in writing by the Secretary of State. Any amendments to or variations of the approved Dogger Bank CIMP must be in accordance with the principles set out in the Dogger Bank compensation plan and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any materially new or materially different environmental effects from those considered in the Dogger Bank compensation plan.

PART 2

Flamborough and Filey Coast Special Protection Area: Kittiwake Compensation Measures

1. In this Part—

"the offshore artificial nesting measure" means the offshore nesting structure(s);

"the onshore artificial nesting structure" means the existing onshore artificial nesting structure owned by the undertaker known as the Kittiwakery and located adjacent to the south shore of the River Tyne in Gateshead (planning permission reference DC/22/01188/FUL);

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

"the FFC" means the site designated as the Flamborough and Filey Coast Special Protection Area;

"kittiwake CIMP" means the kittiwake compensation implementation and monitoring plan for the delivery of measures to compensate for the predicted loss of adult kittiwakes from the FFC as a result of the authorised development;

"kittiwake compensation plan" means the document certified as the kittiwake compensation plan by the Secretary of State for the purposes of this Order under article 42 (certification of plans and documents etc.) and referenced in Schedule 19 (documents to be certified);

"KCSG" means the Kittiwake Compensation Steering Group;

"outline kittiwake CIMP" means the document certified as the outline kittiwake compensation implementation and monitoring plan by the Secretary of State for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified); and

"the Strategic Compensation Fund" means a fund operated by Defra pursuant to the Offshore Wind Environmental Improvement Package of the British Energy Security Strategy (April 2022), the Energy Act 2023 or any subordinate legislation made pursuant thereto, for the implementation of strategic compensation or any equivalent fund established for that purpose;

2. Work No. 1A and 1B may not be commenced until a plan for the work of the KCSG has been submitted to and approved by the Secretary of State. Such plan must include—

(a) terms of reference of the KCSG;

(b) details of the membership of the KCSG which must include the relevant statutory nature conservation body and, where appropriate and the MMO as core members;—

(c) details of the proposed schedule of meetings, timetable for preparation of the Kittiwake CIMP and reporting and review periods; and

(d) the dispute resolution mechanism.

3. Following consultation with the KCSG the Kittiwake CIMP must be submitted to the Secretary of State for approval, in consultation with the relevant statutory nature conservation body and, where appropriate, the MMO.

4. The Kittiwake CIMP must be in accordance with the outline kittiwake CIMP and based on the strategy for kittiwake compensation set out in the Kittiwake Compensation Plan and include—

(a) where the offshore artificial nesting measure is proposed to be taken forward—

(i) details of the location(s) where the compensation measure will be delivered and details of any relevant seabed agreement(s);

(ii) details of the design of the offshore artificial nesting structure(s), including the projected number of nests that will be accommodated on the structure, and how risks from avian or mammalian predation and unauthorised human access will be mitigated;

(iii) an implementation timetable for the delivery of the offshore artificial nesting structure(s);

(iv) details of the maintenance schedule for the offshore artificial nesting structure(s);

(v) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; and details of the mechanism to determine the need for any alternative compensation measures and/or adaptive management measures;

(vi) monitoring should include annual monitoring of the number of birds colonising the site including nesting attempts and nest productivity;

(vii) provision for annual reporting to the Secretary of State, to include details of the use of the offshore artificial nesting structure(s) by breeding kittiwake to identify barriers to success and target any adaptive management measures in consultation with the KCSG;

(viii) recording of KCSG consultations; and

(ix) details of the proposed use (if any) of the onshore artificial nesting structure to support the compensation to be delivered by the offshore artificial nesting structure;

(b) where the undertaker elects to pay a contribution to the Strategic Compensation Fund wholly or partly in substitution for the offshore artificial nesting measure or as an adaptive management measure—

(i) the sum of the contribution, to be agreed between the undertaker and Defra or other body responsible for the operation of the Marine Recovery Fund in consultation with the KCSG.

(c) where the undertaker elects to pay a financial contribution towards the establishment of compensation measures by another party wholly or partly in substitution for the offshore artificial nesting measure or as an adaptive management measure—

(i) the technical specification of the compensation measure(s) to be agreed between the undertaker and the other party in consultation with the KCSG.

(d) where the undertaker elects to collaborate with another party in the delivery of compensation measures wholly or partly in substitution for the offshore artificial nesting measure or as an adaptive management measure—

(i) the technical specification of the compensation measure(s) to be agreed between the undertaker and the other party in consultation with the KCSG.

5. The undertaker must implement the measures set out in the Kittiwake CIMP approved by the Secretary of State, unless otherwise agreed in writing by the Secretary of State in consultation with the relevant statutory nature conservation body and, where appropriate, the MMO. In particular, any turbine forming part of the authorised development must not begin operation until the specified number of full breeding seasons in the approved plan following the implementation of the measures set out in the Kittiwake CIMP have elapsed. For the purposes of this paragraph each breeding season is assumed to have commenced on 1 April in each year and ended on 30 September.

6. The undertaker must notify the Secretary of State of—

(a) completion of implementation of the offshore artificial nesting measure referred to in paragraph 4(a);

(b) payment into the Strategic Compensation Plan referred to in paragraph 4(b);

(c) payment of a financial contribution towards the establishment of compensation measures by another party referred to in paragraph 4(c); and

(d) completion of implementation of collaborative measures referred to in paragraph 4(d),

7. The offshore artificial nesting measure must not be decommissioned without written approval of the Secretary of State in consultation with relevant statutory nature conservation body.

8. The Kittiwake CIMP approved under this Schedule includes any amendments that may subsequently be approved in writing by the Secretary of State. Any amendments to or variations of the approved Kittiwake CIMP must be in accordance with the principles set out in the kittiwake compensation plan and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any materially new or materially different environmental effects from those considered in the kittiwake compensation plan.

PART 3

Flamborough and Filey Coast Special Protection Area [and Farne Islands Special Protection Area]: Guillemot [and Flamborough and Filey Coast Special Protection Area: Razorbill] Compensation Measures

1. In this Part—

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

["the Farne Islands SPA" means the site designated as the Farne Islands Special Protection Area"]

"the FFC" means the site designated as the Flamborough and Filey Coast Special Protection Area;

"G[R]CSG" means the Guillemot Compensation [and Razorbill] Steering Group;

"Guillemot [and Razorbill] CIMP" means the guillemot [and razorbill] compensation implementation and monitoring plan for the delivery of measures to compensate for the predicted loss of adult guillemots [and adult razorbills] from the FFC [and the predicted loss of adult guillemots from the Farne Island SPA] as a result of the authorised development;

"guillemot [and razorbill] compensation measure" means the predator eradication measure;

"guillemot [and razorbill] compensation plan" means the document certified as the guillemot [and razorbill] compensation plan by the Secretary of State for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"outline guillemot [and razorbill] CIMP" means the document certified as the outline guillemot [and razorbill] compensation implementation and monitoring plan by the Secretary of State for the purposes of this Order under article 42 (certification of plans and documents, etc.) and referenced in Schedule 19 (documents to be certified);

"Strategic Compensation Fund" means a fund operated by Defra pursuant to the Offshore Wind Environmental Improvement Package of the British Energy Security Strategy (April 2022), the Energy Act 2023 or any subordinate legislation made pursuant thereto, for the implementation of strategic compensation or any equivalent fund established for that purpose;

"the predator eradication measure" means a program of predator eradication.

2. Work No. 1A and 1B may not be commenced until a plan for the work of the G[R]CSG has been submitted to and approved by the Secretary of State. Such plan to include—

(a) terms of reference of the G[R]CSG;

(b) details of the membership of the G[R]CSG which must include the relevant statutory nature conservation body and, where appropriate, the MMO and/or the relevant planning authority as core members;

(c) details of the proposed schedule of meetings, timetable for preparation of the Guillemot [and Razorbill] CIMP and reporting and review periods; and

(d) the dispute resolution mechanism.

3. Following consultation with the G[R]CSG, the Guillemot [and Razorbill] CIMP must be submitted to the Secretary of State for approval in consultation with the relevant statutory nature conservation body and, where appropriate, the MMO and/or the relevant local planning authority.

4. The Guillemot [and Razorbill] CIMP must be in accordance with the outline guillemot [and razorbill] CIMP and based on the strategy for guillemot [and razorbill] compensation set out in the guillemot [and razorbill] compensation plan and include—

(a) where the predator eradication measure is proposed to be taken forward—

(i) details of the location(s) where the compensation measure will be delivered;

(ii) details of how any necessary land access rights, licences and approvals have or will be obtained and how any biosecurity measures will be or have been secured;

(iii) details of the party that will carry out the measure and how this has been secured;

(iv) an implementation timetable for delivery of the predator eradication measure, such timetable to specify a minimum period for the commencement of the predator eradication measure prior to the installation of any tower comprised within a wind turbine generator forming part of the authorised development;

(v) recording of G[R]CSG consultations;

(vi) details of the proposed ongoing monitoring and reporting on the effectiveness of the measures, including: survey methods; success criteria; adaptive management measures; timescales for the monitoring and monitoring reports to be delivered; details of the maintenance schedule for the measures (if any) and details of the mechanism to determine the need for any alternative compensation measures and/or adaptive management measures;

(vii) provision for annual reporting to the Secretary of State, to include details of the use of the location(s) by breeding guillemot [and razorbill] to identify barriers to success and target any adaptive management measures;

(b) where the undertaker elects to pay a contribution to the Strategic Compensation Fund wholly or partly in substitution for the guillemot [and razorbill] compensation measure or as an adaptive management measure—

(i) the sum of the contribution, to be agreed between the undertaker and Defra or other body responsible for the operation of the Strategic Compensation Fund in consultation with the G[R]CSG.

(c) where the undertaker elects to pay a financial contribution towards the establishment of compensation measures by another party wholly or partly in substitution for the guillemot [and razorbill] compensation measure or as an adaptive management measure—

(i) the technical specification of the compensation measure(s) to be agreed between the undertaker and the other party in consultation with the G[R]CSG.

(d) where the undertaker elects to collaborate with another party in the delivery of compensation measure wholly or partly in substitution for the guillemot [and razorbill] compensation measures or as an adaptive management measure—

(i) the technical specification of the compensation measure(s) to be agreed between the undertaker and the other party in consultation with the G[R]CSG.

5. The undertaker must implement the measures set out in the Guillemot [and Razorbill] CIMP approved by the Secretary of State, unless otherwise agreed in writing by the Secretary of State in consultation with the relevant statutory nature conservation body and where appropriate the MMO and/or the relevant local planning authority.

6. The undertaker must notify the Secretary of State of—

(a) the completion of the predator eradication measure referred to in paragraph 4(a);

(b) payment into the Strategic Compensation Fund referred to in paragraph 4(b);

(c) payment of a financial contribution towards the establishment of compensation measures by another party referred to in paragraph 4(c); and

(d) completion of implementation of collaborative measures referred to in paragraph 4(d), to the extent that such measures are set out within the Guillemot [and Razorbill] CIMP approved by the Secretary of State.

7. The Guillemot [and Razorbill] CIMP approved under this Schedule includes any amendments that may subsequently be approved in writing by the Secretary of State. Any amendments to or variations of the approved Guillemot [and Razorbill] CIMP must be in accordance with the principles set out in the guillemot [and razorbill] compensation plan and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any materially new or materially different environmental effects from those considered in the guillemot compensation plan.

SCHEDULE 19

Article 42

Documents to be certified

The following documents are the list referred to in article 42—

PART 1

DOCUMENTS FORMING THE ENVIRONMENTAL STATEMENT TO BE CERTIFIED

(1) Application Document No.	*(2) Examination Library Reference*	*(3) Document Description*	*(4) Version*	*(5) Date*
7.0	REP7-022	Environmental Statement Non-Technical Summary	2	June 2025
7.1	REP7-024	Environmental Statement Chapter 1 – Introduction	2	June 2025
7.2	APP-065	Environmental Statement Chapter 2 – Need for the Project	1	June 2024
7.3	REP7-027	Environmental Statement Chapter 3 – Policy and Legislative Context	2	June 2025
7.4	REP7-028	Environmental Statement Chapter 4 – Site Selection & Assessment of Alternatives	3	June 2025
7.5	REP7-032	Environmental Statement Chapter 5 – Project Description	4	June 2025
7.6	APP-076	Environmental Statement Chapter 6 – Environmental Impact Assessment Methodology	1	June 2024
7.7	APP-079	Environmental Statement Chapter 7 – Consultation	1	June 2024
7.8	REP7-035	Environmental Statement Chapter 8 – Marine Physical Environment	2	June 2025
7.9	REP7-038	Environmental Statement	2	June 2025

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		Chapter 9 – Benthic and Intertidal Ecology		
7.10	REP7-042	Environmental Statement Chapter 10 – Fish and Shellfish Ecology	2	June 2025
7.11	REP7-045	Environmental Statement Chapter 11 – Marine Mammals	2	June 2025
7.12	REP6-015	Environmental Statement Chapter 12 – Offshore Ornithology	4	June 2025
7.13	REP7-048	Environmental Statement Chapter 13 – Commercial Fisheries	2	June 2025
7.14	REP7-051	Environmental Statement Chapter 14 – Shipping and Navigation	2	June 2025
7.15	REP7-056	Environmental Statement Chapter 15 – Aviation and Radar	2	June 2025
7.16	REP7-060	Environmental Statement Chapter 16 – Infrastructure and Other Users	4	June 2025
7.17	REP7-062	Environmental Statement Chapter 17 – Offshore Archaeology and Cultural Heritage	2	June 2025
7.18	REP7-064	Environmental Statement Chapter 18 – Terrestrial Ecology and Ornithology	6	June 2025
7.19	REP6-020	Environmental Statement Chapter 19 – Geology and	2	June 2025

		Land Quality		
7.20	REP5-018	Environmental Statement Chapter 20 – Flood Risk and Hydrology	3	May 2025
7.21	REP5-022	Environmental Statement Chapter 21 – Land Use	4	May 2025
7.22	REP7-073	Environmental Statement Chapter 22 – Onshore Archaeology and Cultural Heritage	3	June 2025
7.23	REP7-090	Environmental Statement Chapter 23 – Landscape and Visual Impact Assessment	2	June 2025
7.24	REP6-025	Environmental Statement Chapter 24 – Traffic and Transport	2	June 2025
7.25	REP6-028	Environmental Statement Chapter 25 – Noise	3	June 2025
7.26	REP7-096	Environmental Statement Chapter 26 – Air Quality	2	June 2025
7.27	APP-214	Environmental Statement Chapter 27 – Human Health	1	June 2024
7.28	APP-217	Environmental Statement Chapter 28 – Socio-economics	1	June 2024
7.29	REP6-033	Environmental Statement Chapter 29 – Tourism and Recreation	2	June 2025
7.30	REP6-036	Environmental Statement Chapter 30 – Climate Change	2	June 2025
7.4.1	REP7-030	Environmental Statement Chapter 4 – Site Selection and	2	June 2025

		Assessment of Alternatives - Figure 4-1 to Figure 4-37		
7.5.1	REP7-034	Environmental Statement Chapter 5 – Project Description - Figure 5-1 to Figure 5-4	3	June 2025
7.8.1	REP7-037	Environmental Statement Chapter 8 – Marine Physical Environment - Figure 8-1 to Figure 8-13 - Volume 7	3	June 2025
7.9.1	REP7-040	Environmental Statement Chapter 9 - Benthic and Intertidal Ecology - Figure 9-1 to Figure 9-6	2	June 2025
7.10.1	REP7-044	Environmental Statement Chapter 10 – Fish and Shellfish Ecology - Figure 10-1 to Figure 10-10	2	June 2025
7.11.1	REP7-047	Environmental Statement Chapter 11 – Marine Mammals - Figure 11-1 to Figure 11-6	2	June 2025
7.12.1	REP6-017	Environmental Statement Chapter 12- Offshore Ornithology Figure 12-1 to Figure 12-3	2	June 2025
7.13.1	REP7-050	Environmental Statement Chapter 13 – Commercial Fisheries - Figure 13-1 to Figure 13-2	2	June 2025
7.14.1	REP7-053	Environmental	2	June 2025

		Statement Chapter 14 – Shipping and Navigation - Figure 14-1 to Figure 14-7		
7.15.1	APP-126	Environmental Statement Chapter 15 – Aviation and Radar - Figure 15-1 to Figure 15-3	1	June 2024
7.16.1	REP7-060	Environmental Statement Chapter 16 – Infrastructure and Other Users - Figure 16-1 to Figure 16-6	4	June 2025
7.17.1	APP-134	Environmental Statement Chapter 17 – Offshore Archaeology and Cultural Heritage - Figure 17-1 to Figure 17-3	1	June 2024
7.18.1	REP7-066	Environmental Statement Chapter 18 – Terrestrial Ecology and Ornithology - Figure 18-1 to Figure 18-6	2	June 2025
7.19.1	REP6-022	Environmental Statement Chapter 19 – Geology and Land Quality - Figure 19-1 to Figure 19-9	4	June 2025
7.20.1	REP5-019	Environmental Statement Chapter 20 – Flood Risk and Hydrology - Figure 20-1 to Figure 20-6	2	May 2025
7.21.1	REP5-024	Environmental Statement Chapter 21 – Land Use - Figure 21-1 to Figure 21-6	3	May 2025

7.22.1	REP7-075	Environmental Statement Chapter 22 – Onshore Archaeology and Cultural Heritage Figure 22-1 to Figure 22-6	2	June 2025
7.23.1	REP4-039	Environmental Statement Chapter 23 – Landscape and Visual Impact Assessment - Figure 23-1 to Figure 23-17	4	April 2025
7.24.1	REP6-027	Environmental Statement Chapter 24 – Traffic and Transport - Figure 24-1 to Figure 24-5	3	June 2025
7.25.1	REP6-030	Environmental Statement Chapter 25 – Noise - Figure 25-1	2	June 2025
7.26.1	REP7-098	Environmental Statement Chapter 26 – Air Quality - Figure 26-1 to Figure 26-4	2	June 2025
7.27.1	APP-215	Environmental Statement Chapter 27 – Human Health - Figure 27-1	1	June 2024
7.29.1	REP6-035	Environmental Statement Chapter 29 – Tourism and Recreation - Figure 29-1 to Figure 29-3	2	June 2025
7.4.4.1	APP-069	Environmental Statement Appendix 4-1 - Ofgem and National Grid Electricity System Operator Holistic Network Design Statements	1	June 2024

7.4.4.2	APP-070	Environmental Statement Appendix 4-2 – Access Strategy Development	1	June 2024
7.4.4.3	REP7-031	Appendix 4-3 Onshore Substation Zone Constraints	1	June 2025
7.5.5.1	APP-073	Environmental Statement Appendix 5-1 - Project Description Consultation Responses	1	June 2024
7.5.5.2	REP4-030	Environmental Statement Appendix 5-2 - Obstacle Crossing Register	4	April 2025
7.5.5.3	REP2-016	Environmental Statement Appendix 5-3 - Engineering Drawings	2	February 2025
7.6.6.1	REP3-009	Environmental Statement Appendix 6-1 - Onshore Cumulative Effects Assessment Methodology	2	March 2025
7.6.6.2	APP-078	Environmental Statement Appendix 6-2 - Offshore Cumulative Effects Assessment Methodology	1	June 2024
7.8.8.1	APP-082	Environmental Statement Appendix 8-1 - Marine Physical Environment Consultation Responses	1	June 2024
7.8.8.2	APP-082	Environmental Statement Appendix 8-2 - Met Mast Survey Analysis	1	June 2024
7.8.8.3	REP2-017	Environmental	3	February 2025

		Statement Appendix 8-3 – Marine Physical Processes Modelling Technical Report		
7.9.9.1	APP-087	Environmental Statement Appendix 9-1 - Benthic and Intertidal Ecology Consultation Responses	1	June 2024
7.9.9.2	APP-088	Environmental Statement Appendix 9-2 - Intertidal Survey Report	1	June 2024
7.9.9.3	APP-089	Environmental Statement Appendix 9-3 - Benthic Ecology Monitoring Report	1	June 2024
7.9.9.4	APP-090	Environmental Statement Appendix 9-4 - Environmental Features Report	1	June 2024
7.9.9.5	REP7-041	Appendix 9-5 Biotopes and Species of Designated Sites	1	June 2025
7.10.10.1	APP-093	Environmental Statement Appendix 10-1 - Fish and Shellfish Ecology Consultation Responses	1	June 2024
7.10.10.2	APP-094	Environmental Statement Appendix 10-2 - Fish and Shellfish Ecology Technical Appendix	1	June 2024
7.11.11.1	APP-097	Environmental Statement Appendix 11-1 - Marine Mammal Consultation Responses	1	June 2024

7.11.11.2	APP-098	Environmental Statement Appendix 11-2 – Marine Mammal Information Report	1	June 2024
7.11.11.3	AS-137	Environmental Statement Appendix 11-3 - Underwater Noise Modelling Report	2	January 2025
7.11.11.4	REP5-013	Environmental Statement Appendix 11-4 Interim Population Consequence of Disturbance Modelling (iPCoD)	3	May 2025
7.11.11.5	APP-101	Environmental Statement Appendix 11-5 - Cumulative Effects Assessment Screening	1	June 2024
7.11.11.6	REP3-012	Environmental Statement Appendix 11-6 - Unexploded Ordnance Clearance Information and Assessment	3	March 2025
7.12.12.1	APP-104	Environmental Statement Appendix 12-1 – Offshore Ornithology Consultation Responses	1	June 2024
7.12.12.2	APP-105	Environmental Statement Appendix 12-2 - Technical Appendix	1	June 2024
7.12.12.3	AS-060	Environmental Statement Appendix 12-3a-c - Monthly Abundance (All, Sitting, Flying)	2	November 2024
7.12.12.4	AS-062	Environmental Statement	2	November 2024

		Appendix 12-4a-c - Monthly Densities (All, Sitting, Flying)		
7.12.12.5	AS-064	Environmental Statement Appendix 12-5a-c - Seasonal Peak Abundance (All, Sitting, Flying)	2	November 2024
7.12.12.6	AS-066	Environmental Statement Appendix 12-6a-c - Seasonal Peak Density (All, Sitting, Flying)	2	November 2024
7.12.12.7	AS-068	Environmental Statement Appendix 12-7a-c - Survey Abundances (All, Sitting, Flying)	2	November 2024
7.12.12.8	AS-070	Environmental Statement Appendix 12-8a-c - Survey Densities (All, Sitting, Flying)	2	November 2024
7.12.12.9	APP-112	Environmental Statement Appendix 12-9 - Collision Risk Modelling Outputs	1	June 2024
7.12.12.10	APP-113	Environmental Statement Appendix 12-10 - Species Distribution Figures	1	June 2024
7.12.12.11	APP-114	Environmental Statement Appendix 12-11 - Review of Turbines Lighting	1	June 2024
7.12.12.12	APP-115	Environmental Statement Appendix 12-12 - Seasonal Displacement Matrices Upper Lower C.I.	1	June 2024

		Abundance		
7.12.12.13	REP6-018	Environmental Statement Appendix 12- 13 Population Viability Analyses	3	June 2025
7.13.13.1	APP-119	Environmental Statement Appendix 13-1 - Commercial Fisheries Consultation Responses	1	June 2024
7.13.13.2	APP-120	Environmental Statement Appendix 13-2 - Commercial Fisheries Technical Report	1	June 2024
7.14.14.1	APP-123	Environmental Statement Appendix 14-1 - Shipping and Navigation Consultation Responses	1	June 2024
7.14.14.2	REP7-054	Environmental Statement Appendix 14-2 - Navigational Risk Assessment	2	June 2025
7.15.15.1	APP-127	Environmental Statement Appendix 15-1 - Aviation and Radar Consultation Responses	1	June 2024
7.15.15.2	REP7-058	Environmental Statement Appendix 15-2 - Airspace Analysis and Radar Modelling	2	June 2025
7.15.15.3	REP4-036	Environmental Statement Appendix 15-3 - Helicopter Access Report	2	April 2025
7.16.16.1	APP-132	Environmental Statement Appendix 16-1 - Infrastructure and Other Users Consultation	1	June 2024

		Responses		
7.17.17.1	APP-135	Environment Statement Appendix 17-1 - Offshore Archaeology and Cultural Heritage Consultation Responses	1	June 2024
7.17.17.2	APP-136	Environmental Statement Appendix 17-2 - Archaeological Assessment of Geophysical Data for Environmental Impact Assessment	1	June 2024
7.17.17.3	APP-137	Environmental Statement Appendix 17-3 - Palaeolandscapes Assessment of 2022 Marine Geophysical Data	1	June 2024
7.17.17.4	APP-138	Environmental Statement Appendix 17-4 – Stage 1 Geoarchaeological Review of Geotechnical Data	1	June 2024
7.17.17.5	APP-139	Environmental Statement Appendix 17-5 - Gazetteer of Recorded Losses	1	June 2024
7.18.18.1	APP-142	Environmental Statement Appendix 18-1 - Terrestrial Ecology and Ornithology Consultation Responses	1	June 2024
7.18.18.2	REP7-067	Environmental Statement Appendix 18-2 - Habitat Survey Report	3	June 2025
7.18.18.3	APP-144	Environmental Statement Appendix 18-3 -	1	June 2024

		Great Crested Newt Report		
7.18.18.4	APP-145	Environmental Statement Appendix 18-4 - Badger Report - Confidential	1	June 2024
7.18.18.5	REP7-069	Environmental Statement Appendix 18-5 - Bats Report - Ground Level Tree Assessment	3	June 2025
7.18.18.6	APP-147	Environmental Statement Appendix 18-6 - Bats Report - Monthly Activity Transects Part 1 of 2	1	June 2024
7.18.18.6	APP-148	Environmental Statement Appendix 18-6 - Bats Report - Monthly Activity Transects Part 2 of 2	1	June 2024
7.18.18.7	APP-149	Environmental Statement Appendix 18-7 - Ornithology Overwintering Report Part 1 of 3	1	June 2024
7.18.18.7	APP-150	Environmental Statement Appendix 18-7 - Ornithology Overwintering Report Part 2 of 3	1	June 2024
7.18.18.7	APP-151	Environmental Statement Appendix 18-7 - Ornithology Overwintering Report Part 3 of 3	1	June 2024
7.18.18.8	APP-152	Environmental Statement Appendix 18-8 - Ornithology Breeding Bird Report Part 1 of 4	1	June 2024
7.18.18.8	APP-153	Environmental	1	June 2024

		Statement Appendix 18-8 - Ornithology Breeding Bird Report Part 2 of 4		
7.18.18.8	APP-154	Environmental Statement Appendix 18-8 - Ornithology Breeding Bird Report Part 3 of 4	1	June 2024
17.18.18.8	APP-155	Environmental Statement Appendix 18-8 - Ornithology Breeding Bird Report Part 4 of 4	1	June 2024
17.18.18.9	REP2-021	Environmental Statement Appendix 18-9 - Water Voles and Otters Report	2	February 2025
7.18.18.10	REP5-015	Environmental Statement Appendix 18-10 - Biodiversity Net Gain Strategy	2	May 2025
7.19.19.1	APP-160	Environmental Statement Appendix 19-1 - Geology and Land Quality Consultation Responses	1	June 2024
7.19.19.2	REP6-023	Environmental Statement Appendix 19-2 – Geo-Environmental Desk Study and Preliminary Risk Assessment Report	2	June 2025
7.19.19.3	APP-162	Environmental Statement Appendix 19-3 - Onshore Waste Assessment	1	June 2024
7.20.20.1	APP-165	Environmental Statement Appendix 20-1 - Flood Risk and	1	June 2024

		Hydrology Consultation Responses		
7.20.20.2	APP-166	Environmental Statement Appendix 20-2 - Geomorphological Baseline Survey Technical Report	1	June 2024
7.20.20.3	REP5-020	Environmental Statement Appendix 20-3 - Water Environment Regulations Compliance Assessment	4	May 2025
7.20.20.4	REP7-071	Environmental Statement Appendix 20-4 - Flood Risk Assessment	2	June 2025
7.21.21.1	APP-171	Environmental Statement Appendix 21-1 - Land Use Consultation Responses	1	June 2024
7.22.22.1	APP-174	Environmental Statement Appendix 22-1 - Onshore Archaeology and Cultural Heritage Consultation Responses	1	June 2024
7.22.22.2	APP-175	Environmental Statement Appendix 22-2 - Onshore Archaeological Desk-Based Assessment	1	June 2024
7.22.22.3	APP-176	Environmental Statement Appendix 22-3 - Assessment of Airborne and Satellite Remote Sensing Data and Map Regression Analysis for Archaeology	1	June 2024
7.22.22.4	APP-177	Environmental	1	June 2024

		Statement Appendix 22-4 - Heritage Walkover Survey Report		
7.22.22.5	REP7-076	Environmental Statement Appendix 22-5 - Onshore Infrastructure Settings Assessment	2	June 2025
7.22.22.6	APP-179	Environmental Statement Appendix 22-6 - Geoarchaeological Desk Based Assessment	1	June 2024
7.22.22.7	APP-180	Environmental Statement Appendix 22-7 - Geophysical Assessment Report Part 1 of 9	1	June 2024
7.22.22.7	APP-181	Environmental Statement Appendix 22-7 - Geophysical Assessment Report Part 2 of 9	1	June 2024
7.22.22.7	APP-182	Environmental Statement Appendix 22-7 - Geophysical Assessment Report Part 3 of 9	1	June 2024
7.22.22.7	APP-183	Environmental Statement Appendix 22-7 - Geophysical Assessment Report Part 4 of 9	1	June 2024
7.22.22.7	APP-184	Environmental Statement Appendix 22-7 - Geophysical Assessment Report Part 5 of 9	1	June 2024
7.22.22.7	APP-185	Environmental Statement Appendix 22-7 -	1	June 2024

		Geophysical Assessment Report Part 6 of 9		
7.22.22.7	APP-186	Environmental Statement Appendix 22-7 - Geophysical Assessment Report Part 7 of 9	1	June 2024
7.22.22.7	APP-187	Environmental Statement Appendix 22-7 - Geophysical Assessment Report Part 8 of 9	1	June 2024
7.22.22.7	APP-188	Environmental Statement Appendix 22-7 - Geophysical Assessment Report Part 9 of 9	1	June 2024
7.22.22.8	APP-189	Environmental Statement Appendix 22-8 - Interim Archaeological Evaluation Report	1	June 2024
7.22.22.9	APP-190	Environmental Statement Appendix 22-9 - Archaeological and Geoarchaeological Watching Brief and Deposit Model Report	1	June 2024
7.22.22.10	APP-191	Environmental Statement Appendix 22-10 - Additional Assessment of Airborne and Satellite Remote Sensing Data and Map Regression Analysis for Archaeology	1	June 2024
7.22.22.11	REP7-078	Environmental Statement	1	June 2025

		Appendix 22- 11 Phase 1 Trenching Report (Part 1 of 4)		
7.22.22.11	REP7-079	Environmental Statement Appendix 22- 11 Phase 1 Trenching Report (Part 2 of 4)	1	June 2025
7.22.22.11	REP7-080	Environmental Statement Appendix 22- 11 Phase 1 Trenching Report (Part 3 of 4)	1	June 2025
7.22.22.11	REP7-081	Environmental Statement Appendix 22- 11 Phase 1 Trenching Report (Part 4 of 4)	1	June 2025
7.22.22.12	REP7-082	Environmental Statement Appendix 22- 12 Full Coverage Geophysical Assessment Report (Part 1 of 6)	1	June 2025
7.22.22.12	REP7-083	Environmental Statement Appendix 22- 12 Full Coverage Geophysical Assessment Report (Part 2 of 6)	1	June 2025
7.22.22.12	REP7-084	Environmental Statement Appendix 22- 12 Full Coverage Geophysical Assessment Report (Part 3 of 6)	1	June 2025
7.22.22.12	REP7-085	Environmental Statement Appendix 22- 12 Full Coverage Geophysical Assessment	1	June 2025

		Report (Part 4 of 6)		
7.22.22.12	REP7-086	Environmental Statement Appendix 22- 12 Full Coverage Geophysical Assessment Report (Part 5 of 6)	1	June 2025
7.22.22.12	REP7-087	Environmental Statement Appendix 22- 12 Full Coverage Geophysical Assessment Report (Part 6 of 6)	1	June 2025
7.22.22.13	REP7-088	Environmental Statement Appendix 22- 13 Phase 2 Trenching Report (Part 1of 2)	1	June 2025
7.22.22.13	REP7-089	Environmental Statement Appendix 22- 13 Phase 2 Trenching Report (Part 2 of 2)	1	June 2025
7.23.23.1	APP-194	Environmental Statement Appendix 23-1 - Landscape and Visual Impact Assessment Consultation Responses	1	June 2024
7.24.1	REP7-092	Environmental Statement Appendix 24-2 - Transport Assessment (Revision 3) Part 1 of 2	3	June 2025
7.24.1	REP7-094	Environmental Statement Appendix 24-2 - Transport Assessment (Revision 3) Part 2 of 2	3	June 2025
7.24.24.1	APP-197	Environmental Statement	1	June 2024

		Appendix 24-1 - Traffic and Transport Consultation Responses		
7.24.24.2	REP7-092	Environmental Statement Appendix 24-2 - Transport Assessment Part 1 of 2	3	June 2025
7.24.24.2	REP7-094	Environmental Statement Appendix 24-2 - Transport Assessment Part 2 of 2	3	June 2025
7.24.24.3	APP-199	Environmental Statement Appendix 24-3 - Abnormal Indivisible Load Access Report	1	June 2024
7.24.24.4	APP-200	Environmental Statement Appendix 24-4 - Interactions Between Impacts	1	June 2024
7.25.25.1	APP-203	Environmental Statement Appendix 25-1 - Noise Consultation Responses	1	June 2024
7.25.25.2	APP-204	Environmental Statement Appendix 25-2 - Baseline Noise Monitoring	1	June 2024
7.25.25.3	REP1-021	Environmental Statement Appendix 25-3 - Construction Noise Assessment	2	January 2025
7.25.25.4	APP-206	Environmental Statement Appendix 25-4 - Construction Road Traffic Noise Assessment	1	June 2024
7.25.25.5	REP6-031	Environmental Statement Appendix 25-5 - Operational	2	June 2025

		Noise Assessment		
7.26.26.1	APP-210	Environmental Statement Appendix 26-1 - Air Quality Consultation Responses	1	June 2024
7.26.26.2	APP-211	Environmental Statement Appendix 26-2 - Construction Dust and Fine Particulate Matter Assessment Methodology	1	June 2024
7.26.26.3	APP-212	Environmental Statement Appendix 26-3 - Air Quality Assessment Traffic Data	1	June 2024
7.26.26.4	APP-213	Environmental Statement Appendix 26-4 - Air Quality Assessment - Construction Phase Road Traffic Emissions Receptor Locations	1	June 2024
7.27.27.1	APP-216	Environmental Statement Appendix 27-1 - Human Health Consultation Responses	1	June 2024
7.28.28.1	APP-218	Environmental Statement Appendix 28-1 - Socio-economics Consultation Responses	1	June 2024
7.29.29.1	APP-221	Environmental Statement Appendix 29-1 - Tourism and Recreation Consultation Responses	1	June 2024
7.30.30.1	APP-223	Environmental Statement Appendix 30-1 -	1	June 2024

		Climate Change Consultation Responses		
7.30.30.2	REP6-038	Environmental Statement Appendix 30-2 - Greenhouse Gas Assessment Methodology	2	June 2025
70.30.30.3	APP-225	Environmental Statement Appendix 30-3 - Climate Change Resilience Assessment Methodology	1	June 2024
70.30.30.4	REP6.040	Environmental Statement Appendix 30-4 - Additional Wake Loss Scenarios	1	June 2025

PART 2

OTHER DOCUMENTS TO BE CERTIFIED

(1) Application Document No. (and relevant ES Chapters)	*(2) Examination Library Reference*	*(3) Document Description*	*(4) Version*	*(5) Date*
2.10	REP7-004	Access to works plan	2	June 2025
4.2	REP8-010	Book of reference	7	July 2025
8.20	REP6-043	Cable statement	5	June 2025
8.6		Commitments register	4	July 2025
8.8	REP7-103	Design and access statement	3	June 2025
13.8	REP7-124	Disposal Site Plan	2	June 2025
6.2.3	REP7-020	Dogger Bank compensation plan	4	June 2025
6.2.2	REP6-012	Guillemot [and razorbill] compensation plan	6	June 2025
8.23	REP7-115	In principle monitoring plan	5	June 2025
8.26	REP7-119	In principle Site Integrity Plan for the Southern	4	June 2025

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		North Sea Special Area of Conservation		
6.2.1		Kittiwake compensation plan	7	July 2025
2.7	REP4-002	Land plans	4	April 2025
2.3	APP-009	Offshore order limits and grid coordinates plan	1	June 2024
2.4	REP2-003	Onshore order limits and grid coordinates plan	2	February 2025
8.9	REP7-105	Outline code of construction practice	5	June 2025
8.13	REP6-041	Outline construction traffic management plan	4	June 2025
8.12	REP7-109	Outline drainage strategy	4	June 2025
8.10	REP7-107	Outline ecological management plan	6	June 2025
8.28	REP4-056	Outline fisheries liaison and co-existence plan	4	April 2025
6.2.2.1	REP4-026	Outline guillemot [and razorbill] CIMP	2	April 2025
6.2.1.2	REP4-023	Outline kittiwake CIMP	2	April 2025
8.11	REP4-044	Outline landscape management plan	4	April 2025
8.25	REP7-117	Outline marine mammal mitigation protocol	5	June 2025
8.24	REP2-045	Outline offshore operations and maintenance plan	3	February 2025
8.21	REP2-041	Outline project environmental management plan	2	February 2025
8.27	REP6-045	Outline scour protection plan	4	June 2025
8.5	APP-230	Outline skills and employment	1	June 2024

		strategy		
8.30	REP5-029	Outline vessel traffic monitoring plan	2	May 2025
8.22	APP-246	Outline written scheme of investigation (offshore)	1	June 2024
8.14	REP4-048	Outline onshore written scheme of investigation	2	April 2025
2.11	REP7-005	Public rights of way plan	2	June 2025
2.8	REP7-003	Special category land plan	3	June 2025
2.12	REP7-006	Streets plan	2	June 2025
2.18	REP4-004	Tree preservation order and hedgerow plan	6	April 2025
2.5	REP2-004	Works plans (offshore)	4	February 2025
2.6	REP2-005	Works plans (onshore)	4	February 2025
[17.8]		[Herring Spawning Plan]	2	July 2025
18.5	REP8-045	Cable installation works restricted area plan	1	July 2025

EXPLANATORY NOTE

(This note is not part of the Order)

This Order grants development consent for, and authorises the construction, operation, maintenance and decommissioning of two offshore generating stations located in the North Sea approximately 100km and 122km from the East Riding of Yorkshire coast together with associated development. The Order authorises the compulsory purchase of land and rights in land and the right to use land and to override easements and other rights.

This Order also grants deemed marine licences under Part 4 of the Marine and Coastal Access Act 2009 in connection with the wind farms. The deemed marine licences impose conditions in connection with the marine licensable activities.

A copy of the plans and book of reference referred to in this Order and certified in accordance with article 42 (*certification of plans and documents, etc.*) of this Order may be inspected free of charge at the offices of East Riding of Yorkshire Council at County Hall, Beverley, East Riding of Yorkshire, HU17 9BA.