

Dated 10 October 2025

**APPLICATION BY RWE RENEWABLES UK DOGGER BANK SOUTH (WEST) LTD AND RWE
RENEWABLES UK DOGGER BANK (EAST) LIMITED FOR AN ORDER GRANTING
DEVELOPMENT CONSENT FOR THE DOGGER BANK OFFSHORE WIND SCHEME**

PLANNING INSPECTORATE REFERENCE NUMBER: EN010125

REGISTRATION IDENTIFICATION NUMBER: 20050035

POSITION STATEMENT
submitted on behalf of National Gas Transmission plc

1 Introduction

- 1.1 This submission is made on behalf of National Gas Transmission plc (**NGT**) in connection with the application by RWE Renewables UK Dogger Bank South (West) Limited and RWE Renewables UK Dogger Bank South (East) Limited (**Applicant**) for the Dogger Bank South Offshore Wind Farms Development Consent Order (**Draft Order**) to enable the construction of the Dogger Bank South Offshore Wind Farm (**Dogger Bank South Project**) (defined in the Draft Order as the **Authorised Development**).
- 1.2 Prior to the Examining Authority submitting its recommendation to the Secretary of State, NGT is providing an update on the status of its engagement with the Applicant. This position statement is further to the matters referred to in NGT's submissions to the Examination, being:
- (a) The written representation dated 29 January 2025 [**REP1-078**];
 - (b) NGT's Written Representation dated 24 April 2025 submitted at Deadline 4 [**REP4-112**];
 - (c) Written Representation dated 23 May 2025 [**REP5-063**];
 - (d) Written Representation dated 13 June 2025 (incorporating NGT's response to Rule 17 Letter dated 9 June 2025) [**REP6-066**] (**NGT's D6 Submission**); and
 - (e) Written Representation dated 25 June 2025 [**REP7-149**];
 - (f) Closing Statement dated 3 July 2025 [**REP8-050**]; and
 - (g) Written representation dated 10 July [**REP9-026**],
- (together the **NGT Submissions**).

2 Summary of NGT's position

- 2.1 NGT and the Applicant have been engaging on the protective provisions to be included in the Order for the benefit of NGT (**NGT Protective Provisions**). NGT considers that the Applicant's engagement throughout the Examination process and following the close of the Examination has been inadequate, meaning that the status of negotiations to date remains in a similar place to where it was during the course of the Examination.
- 2.2 On the 25 July 2025, the Applicant confirmed that it refused to engage any further on the NGT Protective Provisions unless NGT was willing to agree to the removal of 'acceptable security'. In NGT's Deadline 6 Submission, NGT set out its position with regards to acceptable security and acceptable insurance and this position has not changed: both are considered necessary. For completeness, paragraph 3 below sets out in full the justification for NGT's position.
- 2.3 The refusal of the Applicant to proactively engage with NGT to reach an agreed position is disappointing and contrary to the spirit of the Examination process.
- 2.4 NGT's position firmly remains as set out in detail in the NGT's Submissions and in particular in NGT's D6 Submission: that only the NGT Protective Provisions (a copy of which are included at **Appendix 2 of NGT's Written Representation**) will provide sufficient protection for existing assets and interests as well as compliance with relevant safety standards.

3 Omission of ‘acceptable security’ and ‘acceptable insurance’ provisions

- 3.1 NGT’s position in relation to DCOs is to seek its standard form protective provisions to be included on the face of the Order. NGT’s standard form protective provisions provide that the promoter will put in place ‘acceptable security’ and ‘acceptable insurance’ prior to the commencement of their works.
- 3.2 NGT’s position remains as clearly expressed throughout the Dogger Bank South DCO Examination, Both acceptable security and acceptable insurance are proportionate and complimentary protections which act to incentivise the promoter to manage project risk prudently, with the promoter knowing both are in play to protect NGT’s critical gas transmission infrastructure should that become necessary. Whilst acceptable insurance protects NGT against losses effected by the Dogger Bank South Project in the event of damage to NGT interests or apparatus, acceptable security provides additional protection to NGT as the guarantor will be required to step in to fulfil obligations if there are gaps in the cover provided by the insurance policy provided by the Applicant. Acceptable security also provides protection to NGT in circumstances should the Applicant becomes the subject of an event of insolvency / financial default and otherwise materially reduces the risk exposure caused by non-compliance with the relevant requirements of the protective provisions.
- 3.3 The drafting of the definitions of acceptable Insurance and acceptable security is predicated on both being provided. The Examining Authority and the Secretary of State will note that NGT has no right to review or approve the terms of the insurance to be put in place by the Applicant to ensure that it has provides sufficient coverage, such as in the event of insolvency or financial default for which protection is provided by acceptable security. It is therefore appropriate that NGT should have recourse to acceptable security in the form of a parent company or bond in these circumstances.
- 3.4 The principle of including both acceptable security and acceptable insurance is well established within statutory undertaker protective provisions for DCOs. This wording has been included for the benefit of NGT (and National Grid Electricity Transmission plc (NGET)) in three recently granted DCOs: Byers Gill Solar Farm DCO (granted 23 July 2025), East Yorkshire Solar Farm DCO (granted 9 May 2025) and Viking CCS Pipeline DCO (granted 9 April 2025). The wording was also included for the benefit of NGET in the following DCOs (noting that NGT did not have apparatus affected by these projects and so protective provisions were not sought) demonstrating the acceptability of the principle: West Burton Solar Project DCO (granted 25 January 2025), Mona Offshore Wind Farm DCO (granted 4 July 2025) and Oaklands Farm Solar Park (granted 19 June 2025).
- 3.5 The principle is also well established in other forms of infrastructure agreement, for example, highways agreements anticipate statutory highway authorities having recourse to both insurance and a form of security.
- 3.6 Failure to provide for coverage of both acceptable security and acceptable insurance could potentially leave NGT open to irrecoverable liabilities and losses and insufficient certainty in the event of an insolvency or financial default, which would leave it exposed to significant losses that would then rest with NGT and its customers (through no fault of their own).

4 Conclusion

- 4.1 Since an agreed position has not been reached with the Applicant, NGT must continue to maintain the position set out in NGT’s Written Representation and requests that the NGT Protective Provisions should be included in the draft Order accordingly.

Addleshaw Goddard LLP

For and on behalf of National Gas Transmission plc

10 October 2025