

Dated 10 October 2025

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

PLANNING INSPECTORATE REFERENCE NUMBER: EN010125

REGISTRATION IDENTIFICATION NUMBER: 20050123

POSITION STATEMENT
submitted on behalf of National Grid Electricity
Transmission plc

1 Introduction

- 1.1 This submission is made on behalf of National Grid Electricity Transmission plc (**NGET**) 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 (**Order**) to enable the construction of the Dogger Bank South Offshore Wind Farm (**Dogger Bank South Project**).
- 1.2 Prior to the Examining Authority submitting its recommendation to the Secretary of State, NGET wishes to provide an update to the status of its engagement with the Applicant. This position statement is further to the matters referred to in NGET's submissions to the Examination, being:
- (a) Written representation dated 29 January 2025 [**REP1-080**];
 - (b) Written Representation dated 24 April 2025 in response to Rule 17 Letter dated 15 April 2025 [**REP4-111**];
 - (c) Written representation dated 23 May 2025 [**REP5-064**];
 - (d) Written representation dated 13 June 2025 (including response to Rule 17 Letter dated 9 June 2025) [**REP6-067**] (**NGET's D6 Submission**);
 - (e) Written representation dated 25 June 2025 [**REP7-150**];
 - (f) Closing statement dated 3 July 2025 [**REP8-050**];
 - (g) Written representation dated 10 July 2025 [**REP9-027**] (**NGET's D9 Submission**),
- (together the **NGET Submissions**).

2 Summary of and update on NGET's position

- 2.1 NGET and the Applicant have been engaging on the protective provisions to be included in the Order for the benefit of NGET. NGET 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 Examination.
- 2.2 NGET's D9 Submission stated that the Applicant had offered a solution for the effective management of potential engineering interfaces between the Dogger Bank South Project and NGET infrastructure and that NGET was considering this proposal. Since that date, NGET has dedicated substantial engineering resources, expertise and time to thoroughly assess these proposals and its interface with NGET's critical Birkhill Wood, Wanless Beck Extension and North Humber to High Marnham electricity transmission projects. Despite this considerable effort and ongoing engagement from NGET with the Applicant, an agreed position between the Applicant and NGET has not been reached.
- 2.3 NGET observe that the Applicant continues to fail to recognise the arguments made by NGET as to why NGET's preferred form of protective provisions are necessary to safeguard its existing and future electricity transmission infrastructure. This is particularly surprising as the Dogger Bank South Project is reliant on NGET's proposed Birkhill Wood Substation for its grid connection, and the proposed North Humber to High Marnham OHL Project which will enable the full power generation from the Dogger Bank South Project to be transmitted through the electricity transmission network.

- 2.4 NGET is keen to reach an agreed position with the Applicant and as NGET has set out in the NGET Submissions, there is significant established precedent for this position concerning the safeguarding of future critical, nationally important, energy transmission infrastructure through its protective provisions. There is no sound reason to deviate from that established position in relation to the Dogger Bank South Project.
- 2.5 As stated in NGET's D6 Submission, provisions regarding future infrastructure have been secured in the NGET Protective Provisions in the Awel y Môr Offshore Wind Farm Development Consent Order 2023 to safeguard NGET's proposed Bodelwyddan substation extension and associated works, as well as protecting its existing apparatus and interests. The NGET Protective Provisions have also been included in the Mona Offshore Wind Farm Order 2025, which include the safeguarding provisions for the protection of future electricity transmission infrastructure which connected to that project.
- 2.6 NGET's position is both firmly held and clear as set out in the NGET Submissions and, in particular, NGET's D6 Submission: NGET has critical existing and future infrastructure of national importance that needs to be protected via the protective provisions that NGET is proposing be included in the final form of the Order (being those at Appendix 1 of NGET's D6 Submission) (**NGET Protective Provisions**).

3 Omission of 'acceptable security' and 'acceptable insurance' provisions

- 3.1 In NGET's Deadline 6 Submission, NGET set out its position with regards to acceptable security and acceptable insurance.
- 3.2 NGET's position in relation to DCOs is to seek its standard form protective provisions to be included on the face of the Order. These provide that the promoter will put in place 'acceptable security' and 'acceptable insurance' prior to the commencement of their works. NGET'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 NGET's critical electricity transmission infrastructure should that become necessary. Whilst acceptable insurance protects NGET against losses effected by the Dogger Bank South Project in the event of damage to NGET interests or apparatus, acceptable security provides additional protection to NGET as the guarantor will be required to step in to fulfil obligations if there are gaps in the cover provided by the insurance policy secured by the Applicant. Moreover, acceptable security also provides protection to NGET in circumstances where the Applicant were to become the subject of an event of insolvency / financial default, and it serves to otherwise materially reduce the risk exposure to the national electricity transmission network caused by non-compliance with relevant requirements in NGET's protective provisions.
- 3.3 The drafting of the definitions of acceptable Insurance and acceptable security is predicated on both being provided. The Secretary of State will note that NGET has no right to review or approve the terms of the insurance to be put in place by the Applicant, to ensure that it provides sufficient coverage, such as in the event of insolvency or financial default. It is therefore appropriate that NGET should have recourse to acceptable security 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 NGET (and National Gas Transmission plc (**NGT**)) 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 NGET 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 NGET and its customers (through no fault of their own).

4 Conclusion

Since an agreed position has not been reached with the Applicant, NGET must continue to maintain the position set out in NGET's Submissions and requests that the NGET Protective Provisions should be included in the Order accordingly.

Addleshaw Goddard LLP on behalf of NGET

10 October 2025