

Our Ref: TJ/WHI002.001-089

Department for Energy Security & Net Zero
3-8 Whitehall Place
London
SW1A 2AW

6 December 2025

SENT BY EMAIL TO
DoggerBankSouth@planninginspectorate.gov.uk

Dear Sir/Madam,

Re: Planning Act 2008 and The Infrastructure Planning (Examination Procedure) Rules 2010

Application by RWE Renewables UK Dogger Bank South (West) Ltd and RWE Renewables UK Dogger Bank South (East) Ltd ("the Applicants") for an Order granting Development Consent for the proposed Dogger Bank South Offshore Wind Farms ("the Proposed Development")

Land Interests: Oliver White and Pamela White and The Executor Of The Estate Of The Late Andrew White

Oliver White

We act on behalf of the above Land Interests ("our Client") and are instructed to provide a response to the Request for Information issued on 6 November 2025. This letter is specifically in response to the document *10.4 Land Rights Tracker (Revision 9) ("the LRT")*, submitted by the Applicants on 14 October 2025.

In respect of both interested parties the LRT sets out the timeline of progress over the course of the last two or so years. Generally, the summary of negotiation status correctly records that there has been dialogue between the parties regarding surrender of land affected by the Proposed Development and compensation for the impact on their caravan and glamping site which, in part, falls within the proposed Development Consent Order boundary. However, this dialogue has not concluded and has had multiple false starts.

Our Client is affected by the Proposed Development in two main ways. Firstly, the loss of land both permanently and temporarily from their Farm Business Tenancy of [REDACTED] ("the Tenancy"). This includes both agricultural land and land which forms part of their caravan and glamping site. Secondly, the proximity of their caravan and glamping site to the converter station of the Proposed Development

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

and the disturbance which the construction and operation of that element of the Proposed Development will cause to their customers and consequently the loss that will be suffered by our Client's business.

The Applicants' representatives have acknowledged the potentially catastrophic impact which the close proximity of the converter station will have on our Client's caravan and glamping site business. Despite this acknowledgement, an agreement over compensation for loss of income has not been reached. Draft claims and evidence have been presented to the Applicant and their appointed agent but a valuation principle, and therefore a claim, has not been agreed.

Discussions have taken place regarding the relocation of our Client's caravan and glamping site to mitigate loss but these also have not been successful. The Applicants' assessment of setup costs to relocate are significantly lower than estimates provided by our Client. Due to our Client occupying [REDACTED] under the Tenancy, consent from their landlord is required for this solution to work. Due to difference in setup cost estimates and Landlord consent not being available, this solution has not been progressed.

A financial proposal in relation to the surrender of land permanently and temporarily from our Client's tenancy has been made by the Applicants' appointed agent. However, heads of terms have not been issued to give context to the financial proposal made.

Despite dialogue and multiple meetings with the Applicants and their appointed agent, discussions are no further forward than they were in 2023. Most recently due terms agreed between our Client's landlord (Albanwise Ltd) and the Applicants being renegotiated by the Applicants, the Applicants' appointed agent has not been in a position to progress negotiations in relation to our Client's loss until a meeting held on 5 December 2025. The financial proposal for loss of land both permanently and temporarily has now been restated by the Applicants' appointed agent to ourselves on behalf of our Client but this proposal does not take into account the loss of five or six caravan pitches permanently nor does it consider the loss suffered by our Client's caravan and glamping site.

The lack of progress to date is putting significant undue pressure on our Client. Their caravan and glamping site is integrated into their wider farming business, J L White & Son, and the uncertainty brought about by the Proposed Development is preventing any medium to long term financial decisions from being made as they do not know how their business will be impacted, or how that impact is going to be compensated for. Our Client is prepared to reach a negotiated solution but, due to terms not being agreed between their landlord and the Applicant, it has not been possible to progress this. Additional time is therefore required prior to Development Consent Order approval to ensure that all parties have a reasonable timescale to try to achieve voluntary agreement.

Yours faithfully

[REDACTED]

Tom Julian BSc (Hons) MRICS FAAV

Direct Dial Number: [REDACTED]

Mobile: [REDACTED]

Email [REDACTED]