



Dated 6 March 2026

**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

**RESPONSE TO LETTER FROM SECRETARY OF STATE
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 (**Order**) to enable the construction of the Dogger Bank South Offshore Wind Farm (**Dogger Bank South Project**).
- 1.2 On 5 February, the Secretary of State issued a letter inviting all interested parties to comment on the post-examination documents submitted by the Applicant. These documents included the Applicants' Response to the Secretary of State's Second Request for Information; at Table 2.5 the Applicant responds to the Secretary of State's request for further information on agreement of protective provisions with NGT (**Applicant's Response**).
- 1.3 This submission responds to the Applicant's Response and provides an update as to the status of the engagement between NGT and the Applicant as referred to in NGT's submissions to the Examination, being:
- (a) The written representation dated 29 January 2025 (**NGT's Written Representation [REP1-078]**);
 - (b) NGT's Written Representation dated 24 April 2025 submitted at Deadline 4 (**D4 Submission [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**],
 - (g) Post-Examination submission dated 10 October 2025 (**Post-Examination Submission**); and
 - (h) Position statement dated 5 December 2025,
- (together the **NGT Submissions**).

2 Interactions between NGT Apparatus and the Dogger Bank South Project

- 2.1 At this stage of the determination process, NGT thought it useful to provide a final summary of the interactions between the NGT apparatus and the Dogger Bank South Project for completeness and to demonstrate the need for the protective provisions that NGT is proposing to be included the final Order (a copy of which are included at **Appendix 2** of NGT's Written Representation) (**NGT Protective Provisions**).
- 2.2 As set out in the NGT Submissions, NGT has a number of assets that form an essential part of the gas transmission network in England, Wales and Scotland either within, or in close proximity to, the Dogger Bank South Project. These include the transmission pipelines set out below and shown on the plans at Appendix 1 at Locations A, B and C (**NGT Apparatus Plans**):
- (a) FM29 – Ganstead to Asselby; and

(b) FM06 – Burton Agment to Paull

(together, the **NGT Apparatus**).

Location A

- 2.3 NGT's critical concern is Location A where significant construction work is proposed immediately adjacent to FM289. FM29 is a 48" diameter feeder main that links across the country from Carnforth on the west coast to Easington in the east. As such it is critical for flows of gas across the country and, in particular, facilitating the flow of gas away from the terminal at Easington which typically handles around a third of the UK's gas imports.
- 2.4 Although there are a number of parallel pipelines between Easington and Paull, flows southwards beyond Paull are reliant on FM29 underneath the river Humber before FM22 splits off and runs off in parallel to FM29 south of the river to Hatton.
- 2.5 The risk associated with the Humber crossing has declined significantly since NGT replaced the previous river crossing with the new pipeline in the tunnel deep under the river bed a few years ago but the level of that investment gives some idea how critical flows out of Easington are. FM29 provides us with the only alternative route to get large quantities of gas out of Easington and to access the key underground storage sites at Aldborough and Hornsea which although connected to FM06 are effectively linked to the NTS via FM29.
- 2.6 Given the extent of the works at Location A (cables crossing the feeder and large scale construction works in close proximity to the pipeline) there is considerable potential for damage to the pipeline which could result in the pipeline being put out of action for an extended period and expensive repair works.
- 2.7 Any loss of capacity would have wide reaching implications especially in the current circumstances where global LNG supplies are volatile and this section of pipeline provides critical resilience for one of the UK's major gas terminals. Any incident requiring the pipeline to be isolated and venting would be a major undertaking given the considerable length to be vented between isolations giving rise to considerable cost in vented gas.

Location B

- 2.8 The main risk to NGT Apparatus at Location B comes from the risk of damage from works in the vicinity, as there is no direct crossing of NGT Apparatus.
- 2.9 Any damage to the NGT Apparatus in this location which renders the pipeline unusable would significantly restrict the ability of the Hornsea storage site, especially when it comes to exporting gas from storage onto the network as damage at this location would mean that Hornsea could only flow north of Beeford. Although gas could be drawn south down FM06 to inject into the Hornsea facility, any export capacity would be seriously limited given the very limited demand on FM06 north to Teesside.
- 2.10 The commercial implications of Hornsea not being able to export, especially in winter, would be significant with the exact amount depending on the duration of any outage and the network conditions prevailing at the time.

Location C

- 2.11 The Dogger Bank South Project proposes a cable crossing of the NGT Apparatus at Location C. Although the impact on operation of the network is likely to be less at Location A or Location

B, any work in the vicinity of a gas pipeline carries an element of risk with damage to NGT apparatus incurring significant repair costs.

Summary

- 2.12 Overall, the criticality of FM29 to the operation and resilience of the network, the extent of the work being undertaken in the vicinity of the feeder (and consequent risk of accidental damage as a consequence) coupled with the diameter and the length which would have to be isolated and blown down would make any remedial work in the event of an incident extremely expensive.
- 2.13 Although the risk of damage at Location B is lower, the consequences of damage would be significant on the operation of the Hornsea storage facility and especially on their ability to export onto the NTS.
- 2.14 Works at Location C carry increased risk as they involve crossing the feeder although the operational impacts and hence costs are likely to be less than at Location A and Location B.
- 2.15 Given the extent of the works at location A (cables crossing the feeder and large scale construction works in close proximity to the pipeline)s there is considerable potential for damage to the pipeline which could result in the pipeline being put out of action for an extended period and expensive repair works.
- 2.16 For the reasons set out above, it is critical that NGT's infrastructure be protected by the NGT Protective Provisions.

3 NGT Response to Applicant's Response

- 3.1 The Applicant's Response notes the following:

In their closing submissions [REP8-042] the Applicants noted a number of matters that had not yet been resolved at the close of Examination and were subject to ongoing discussions between the Applicants and the relevant stakeholders (paragraph 7 and section 4 of the Executive Summary).

Since the close of the Examination, the Applicants have held limited engagement with both NGT and NGET without any substantive progress being made. The Applicants would be very much open to further discussions if concessions could be made on both sides to reach agreement.

Given the position between the Parties, it is likely that no separate agreement is to be entered into with either NGT or NGET, and so the Secretary of State will need to determine the appropriate form of protective provisions for the benefit of NGT and NGET.

- 3.2 Following the Secretary of State's decision to extend the determination date for the Order, NGT made contact with the Applicant on 29 January 2026 to recommence negotiation of the protective provisions. Negotiations had stalled following failure to reach an agreed position prior to the original determination date despite the Applicant's suggestion in the Applicant's Response that further discussions were welcome.
- 3.3 On 4 February 2025, the Applicant's solicitors confirmed to NGT's solicitors that a compromise position could be reached but that this was contingent on the removal of 'acceptable security' from the protective provisions to be included in the Order for the benefit of NGT. This position has been adopted by the Applicant throughout the course of the Examination despite overwhelming precedent for inclusion of both 'acceptable security' and 'acceptable insurance' in multiple recently granted development consent orders and NGT's clear justification as to why

both are required: that they cover separate and distinct risks (as set out in full in NGT's Submissions and in particular in the Post-Examination Submission included at Appendix 2).

- 3.4 NGT confirmed to the Applicant that further compromise could be made but that removal of the 'acceptable security' provisions cannot be agreed to. On 5 March 2026, the Applicant confirmed that negotiations of the NGT Protective Provisions will not be progressed on this basis.
- 3.5 Negotiations therefore have not progressed beyond the position reached on 25 July 2025 being the date on which the Applicant confirmed that it would not engage on the NGT Protective Provisions unless NGT was willing to agree to the removal of 'acceptable security'.
- 3.6 NGT is disappointed that it has not been possible to reach an agreed position but maintains that it is critical that NGT's infrastructure be protected by the NGT Protective Provisions. Only these will provide sufficient protection for existing assets and interests as well as compliance with relevant safety standards, particularly in the absence of agreement with the Applicant.

4 Conclusion

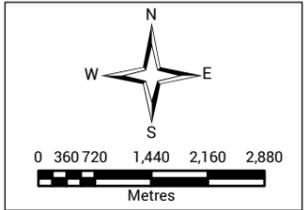
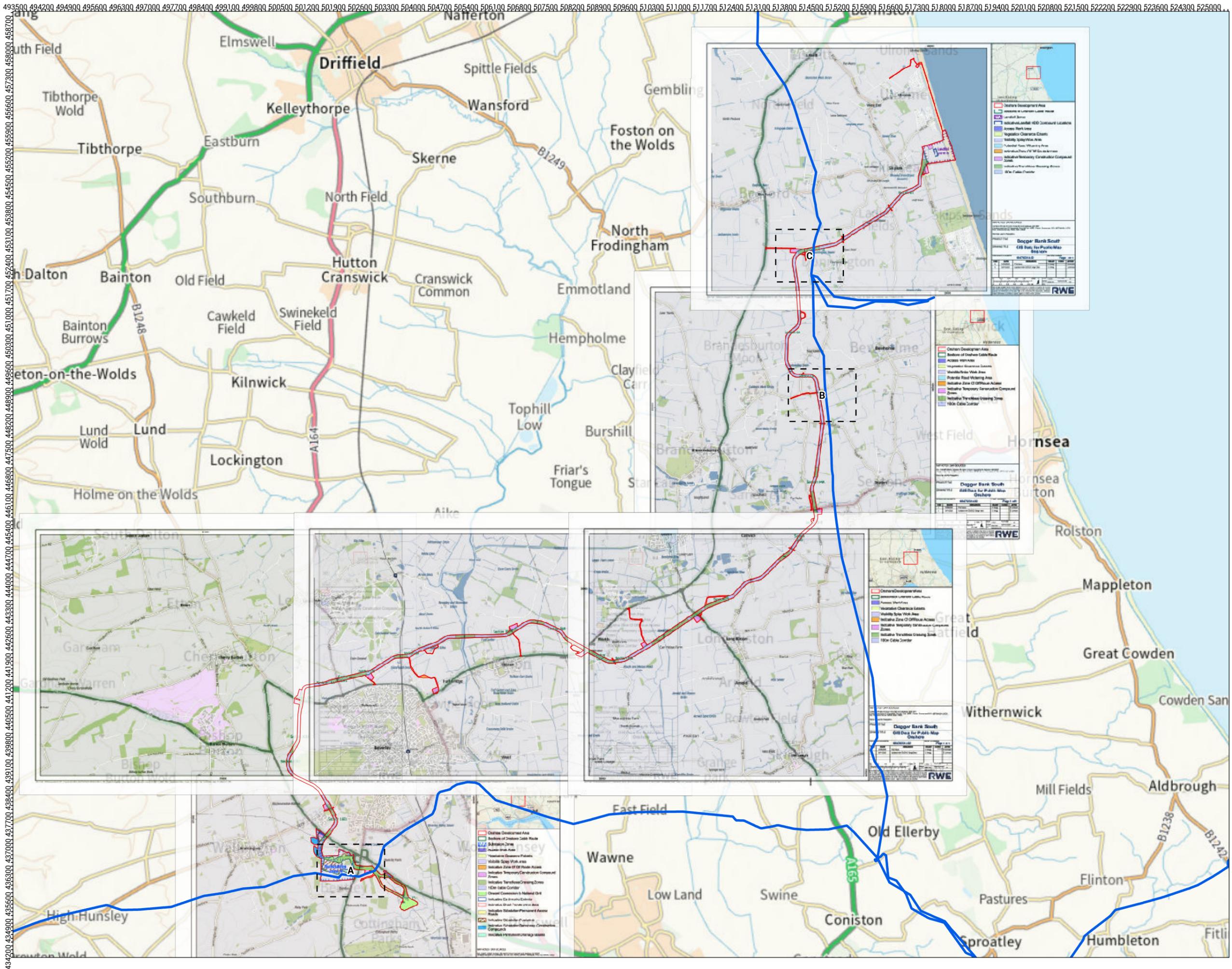
As an agreed position has not been reached with the Applicant, NGT must continue to maintain the position set out in NGT's Submissions and respectfully requests that the NGT Protective Provisions be included in the Order accordingly.

Addleshaw Goddard LLP

For and on behalf of National Gas Transmission plc

6 March 2026

Appendix 1
NGT Apparatus Plans



- LEGEND:**
- Page Extents
 - Onshore Development Area P07
 - NGT Pipelines

REVISION: A

CLIENT: national gas

SCHEME: Dogger Bank South

TITLE: Interaction Plan

FP: 105183-066

SCALE: 1:90,000 @ A3

DATE: 17/04/2024

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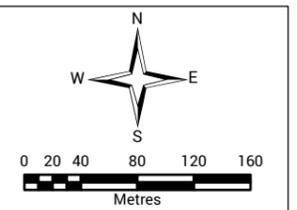
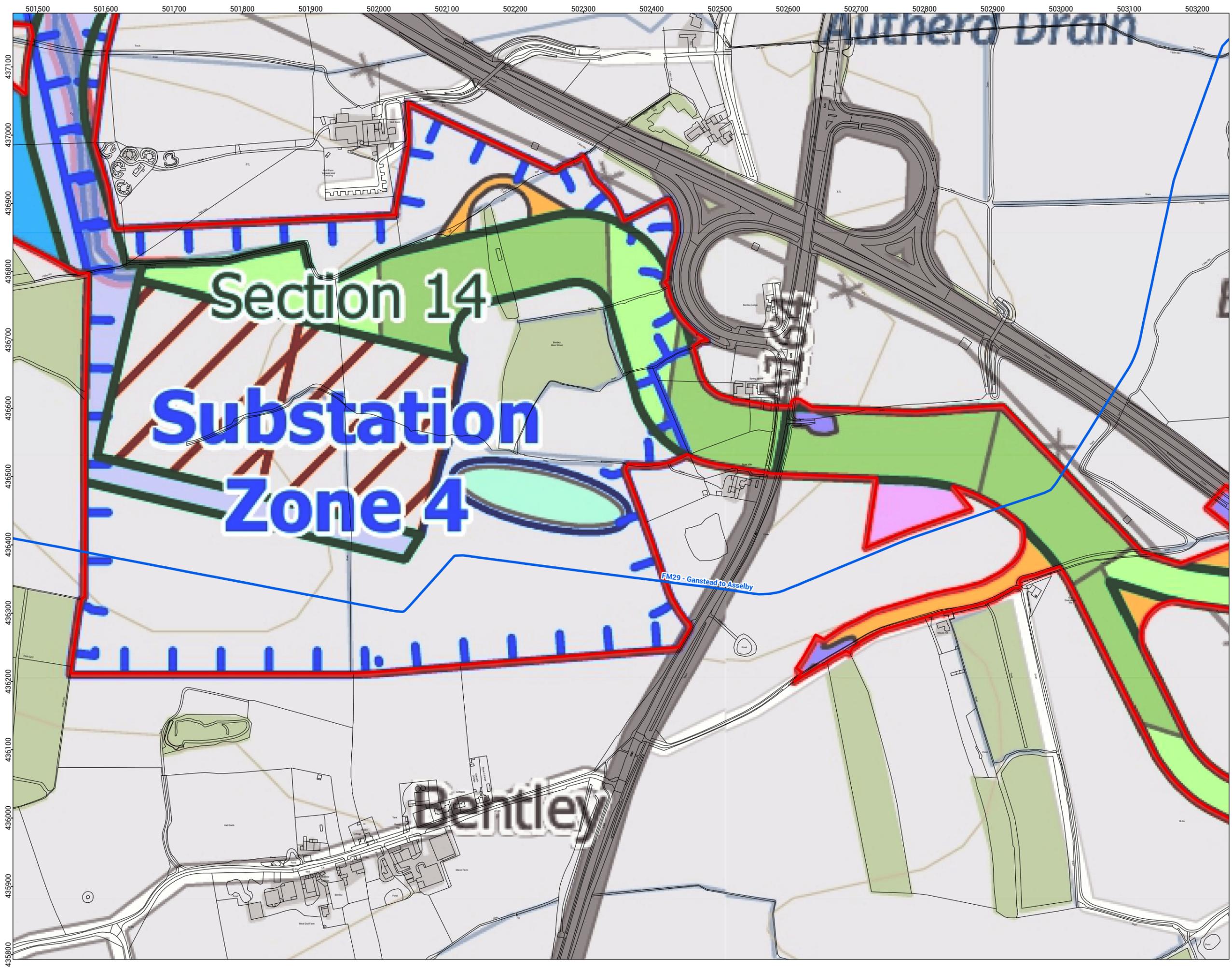
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DRAWING REF:
NGT-2024-02-RW-INT-Dogger Bank South
Overall



- LEGEND:**
- NGT Pipelines
 - Onshore Development Area P07

REVISION: A

CLIENT: national gas

SCHEME: Dogger Bank South

TITLE: Interaction Plan

FP: 105183-066

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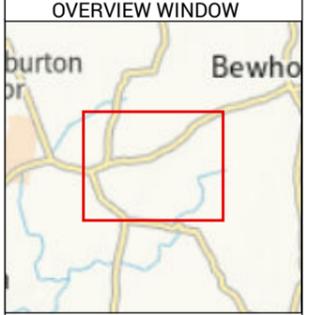
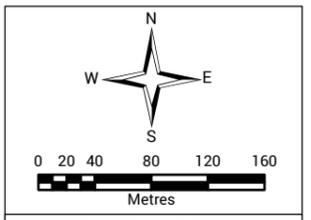
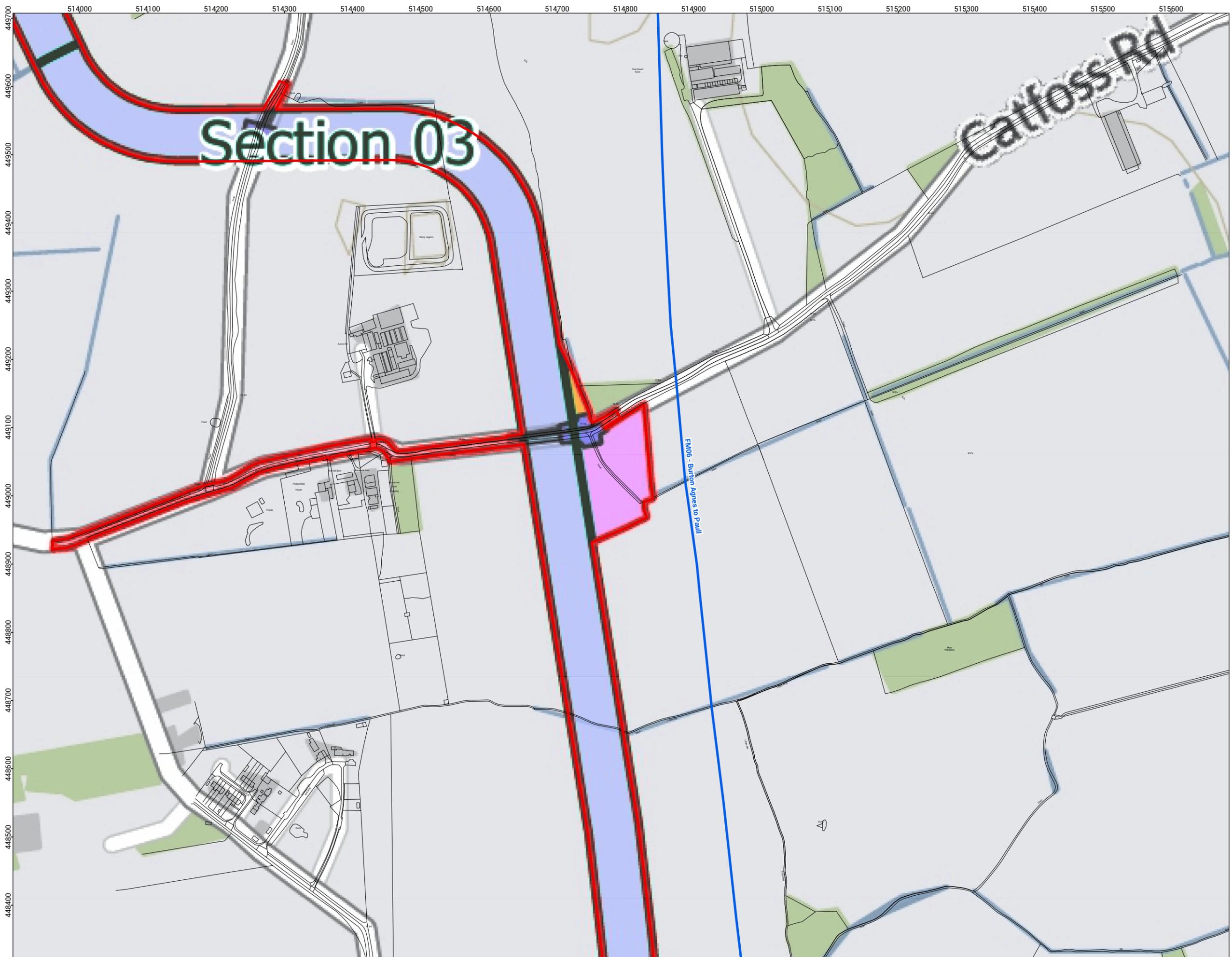
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DRAWING REF:
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A



LEGEND:
 NGT Pipelines
 Onshore Development Area P07

REVISION: A

CLIENT: 

SCHEME:
Dogger Bank South

TITLE:
Interaction Plan

FP: 105183-066

SCALE: 1:5,000 @ A3
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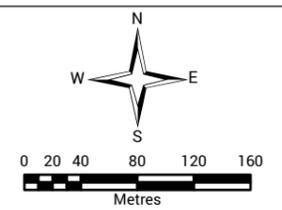
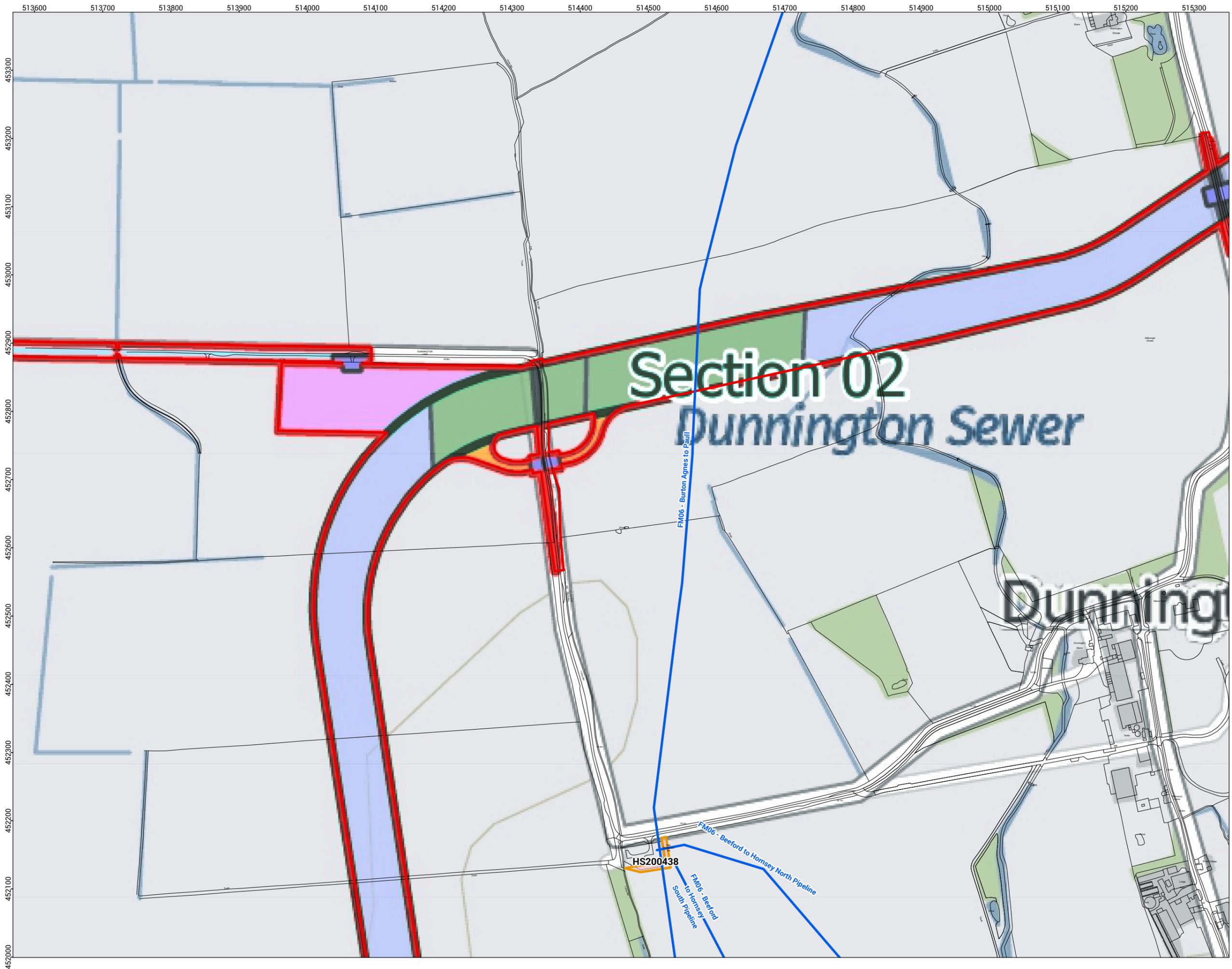


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DRAWING REF:
NGT-2024-02-RW-INT-Dogger Bank South
B



- LEGEND:**
- NGT Pipelines
 - NGT Freeholds
 - Onshore Development Area P07

REVISION: A

CLIENT: national gas

SCHEME: Dogger Bank South

TITLE: Interaction Plan

FP: 105183-066

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C

Appendix 2

Post-Examination Submission



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