

## Orsted Hornsea Project Three (UK) Limited and Orsted Hornsea Project Four Limited

### Response to Request for Information dated 6 March 2026

#### Introduction

This submission is made on behalf of Orsted Hornsea Project Three (UK) Limited (“**Hornsea Three**”) and Orsted Hornsea Project Four Limited (“**Hornsea Four**”) in response to the Request for Information dated 6 March 2026 (the “**Rfi**”) issued by the Secretary of State. The Rfi, at paragraph 3, invites Hornsea Three, as well as other specified Interested Parties, to provide an update or information on progress made on the conclusion of co-location, crossing and proximity agreements.

Whilst it is noted that the Rfi does not request information from Hornsea Four, given that Hornsea Four maintains an objection to the DBS Project on the grounds of proximity, an update on progress made on the conclusion of co-location, crossing and proximity agreements in respect of Hornsea Four has been provided below.

#### Hornsea Three

Hornsea Three continues to hold objections to the Dogger Bank South Offshore Wind Farm Project (the “**DBS Project**”) relating to wake loss. In the context of proximity, and as noted in its Relevant Representation [**RR-045**], Hornsea Three would expect the Applicants to engage at the appropriate time post consent, and sufficiently in advance of construction, to ensure appropriate coordination of activities to ensure vessel access and related logistics to the Hornsea Three array are not adversely impacted, to ensure that the DBS Project does not adversely impact Hornsea Three’s established co-existence relationships with fishers and, where appropriate, to ensure coordination of overlapping construction activities, particularly with regards to the Southern North Sea SAC and the site integrity plan.

#### Hornsea Four

The Applicants and Hornsea Four have engaged in relation to a Cooperation Agreement. Heads of Terms were largely agreed between the parties, with both parties acknowledging the need to enter a full agreement to manage the interactions onshore and offshore between the DBS Project and the Hornsea Four Project. Following the close of Examination, a draft Cooperation Agreement was shared by the Applicants and comments from Hornsea Four will be provided to the Applicants in due course.

Hornsea Four will require the Cooperation Agreement to be finalised prior to commencement of construction of the DBS Project. This agreement is necessary to manage the detailed crossing design between the projects (both offshore and onshore), in addition to overlapping construction interfaces. This is in the interest of both parties and Hornsea Four is confident that the draft previously shared can be developed further to accommodate the needs of the parties.

In the absence of a signed Cooperation Agreement and in order to protect Hornsea Four, Hornsea Four requests that a simple form of protective provisions in the form contained in Appendix 1 is included in the Order to secure crossing and proximity agreements prior to construction and to ensure that the undertaker does not compulsorily acquire land or rights of Hornsea Four without first obtaining Hornsea Four’s consent.

The proposed protective provisions will ensure that both the DBS Project and the Hornsea Four Project can be developed alongside each other.

## Appendix 1: Protective Provisions for the benefit of Hornsea Four

### PART [xx]

#### For the protection of Orsted Hornsea Project Four Limited

1. The provisions of this Part apply for the protection of Orsted unless otherwise agreed in writing between the undertaker and Orsted.
2. In this Part—
  - “apparatus” means the cables, structures or other infrastructure owned, occupied or maintained by Orsted or its successor in title within the Hornsea Four Order Land;
  - “Hornsea Four authorised project” means the authorised project as defined in the Hornsea Four Order;
  - “Hornsea Four Lease Area” means the offshore area leased by the Crown Estate Commissioners to Orsted for the operation of the Hornsea Four authorised project;
  - “Hornsea Four Order” means the Hornsea Four Offshore Wind Farm Order 2023;
  - “Hornsea Four Order land” means Order land as defined in the Hornsea Four Order;
  - “Hornsea Four Restriction Zone” means the offshore area within two hundred and fifty (250) metres of the perimeter of the Hornsea Four Lease Area;
  - “onshore crossing and proximity agreement” means a cable crossing and proximity agreement entered on reasonable terms reflecting industry good practice between the undertaker and Orsted in respect of the authorised project’s onshore export cables crossing the Hornsea Four authorised project’s onshore export cables and/or the co-ordination of specified works with the Hornsea Four authorised project;
  - “offshore crossing and proximity agreement” means a cable crossing and proximity agreement entered on reasonable terms reflecting industry good practice between the undertaker and Orsted in respect of the authorised project’s offshore export cables crossing the Hornsea Four authorised project’s offshore export cables;
  - “Orsted” means an undertaker with the benefit of all or part of the Hornsea Four Order for the time being;
  - “proposed Hornsea Four Cable Corridor” means the proposed location for any part of the Hornsea Four authorised development permitted by the Hornsea Four Order within the Hornsea Four Order land;
  - “specified works” means so much of any works or operations authorised by this Order (or authorised by any planning permission intended to operate in conjunction with this Order) (including operations consisting of 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 means of enclosure, the erection of welfare facilities, creation of site accesses and the temporary display of site notices or advertisements) as is—
    - (a) in, on, under, over or within 25 metres of the proposed Hornsea Four Cable Corridor or any apparatus; or
    - (b) may in any way adversely affect any apparatus whether the specified works are permanent or temporary.
3. (1) The undertaker must not under the powers of this Order—
  - (a) acquire, extinguish, suspend, override or interfere with any rights that Orsted has in respect of any apparatus or the proposed Hornsea Four Cable Corridor; or
  - (b) acquire the Hornsea Four Order land or acquire any new rights or impose restrictive covenants or exercise any powers of temporary use or powers to enter and survey or investigate land over or in relation to the Hornsea Four Order land

without the consent of Orsted, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions.

4. If, at any time the undertaker plans to undertake any specified works, the undertaker must notify Orsted and the undertaker and Orsted must, unless agreed otherwise, acting reasonably, agree and enter into an onshore crossing and proximity agreement as soon as reasonably practicable.
5. No works within the Hornsea Four Restriction Zone are to be commenced until the undertaker and Orsted have entered into an offshore crossing and proximity agreement.
6. Any difference arising between the undertaker the Orsted under this Part shall be referred to and settled by arbitration under article 47 (arbitration).