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25 March 2026

Dear Secretary of State,

DBS East and DBS West Offshore Wind Farms ('the Projects')

PINS Reference: EN010125

Response to Hornsea Four Protective Provisions

The Applicants are responding to the submission made by Ørsted Hornsea Project Four Limited ('Hornsea Four') in response to the Secretary of State's Request for Information dated 6 March 2026.

In its submission, Hornsea Four submitted protective provisions that it considers should be included in the Order for the Projects.

The Applicants were not consulted on this submission, and the protective provisions submitted by Hornsea Four were not shared with the Applicants for comment in advance. Hornsea Four did not submit any protective provisions into the Examination and has chosen to submit its preferred drafting at a very late stage, with limited time for the drafting to be scrutinised and considered. The Applicants are therefore compelled to respond to this submission notwithstanding that the Secretary of State has not invited further submissions.

The Applicants and Hornsea Four have been negotiating Heads of Terms for a co-operation agreement in relation to the possible future interactions between the Projects and Hornsea Four. The Applicants note that Hornsea Four confirmed at Deadline 5 that the project is being discontinued in its current form [REP5-074]. However, the Applicants remain committed to working with Hornsea Four to agree a co-operation agreement for possible future interactions.

As set out in Section 5.8 of **18.4 Applicants' Section 127 and 138 case - Statutory Undertakers** [REP8-044], there is currently no certainty as to whether the Projects or the Hornsea Four project will be constructed first, and so a co-operation agreement is the most appropriate mechanism to manage the interactions between the projects. If it is not possible to agree the terms of a co-operation agreement, the Applicants consider that the inclusion of protective provisions for the benefit of electricity undertakers in Part 1, Schedule 15 of the Draft Order is sufficient to ensure there is no serious detriment to Hornsea Four's undertaking.

Although the Applicants' position is that bespoke protective provisions in favour of Hornsea Four are neither necessary nor appropriate for inclusion in the Order, and that the lack of engagement and the timing of the submission prevent proper analysis of the drafting, the Applicants would like to make the following comments on the draft protective provisions submitted by Hornsea Four,

should the Secretary of State be minded to include such bespoke protective provisions in the final Order. These comments are being made on a without prejudice basis to the Applicants' overall position that they should not be included in the Order. A copy of the protective provisions in favour of Hornsea Four as amended by the Applicants is appended to this letter as **Appendix A**, and a clean version as amended by the Applicants is included as **Appendix B**.

Definition of 'specified works'

The protective provisions submitted by Hornsea Four includes an unprecedented definition of "specified works" which is not acceptable for the following reasons:

- It includes all works and operations authorised by the Order including pre-commencement works and surveys. In accordance with paragraph 4, this would require an onshore crossing and proximity agreement to be agreed relating to minor pre-commencement activities. This is not considered necessary or proportionate and could have significant programme impacts on the Projects and cause material delays.
- Works will be specified works if they are in the vicinity of the proposed location of any part of Hornsea Four's project. This is uncertain and imprecise and the purpose of protective provisions should be to provide protection to existing assets, at the point of construction, not to allow a power to safeguard future areas for works not as yet accurately defined. The definition should therefore relate to any apparatus in existence at the time of constructing the Projects. The definition of "proposed Hornsea Four Cable Corridor" should also be removed accordingly.
- The distance of 25 metres included by Hornsea Four is beyond the standard distance of 15 metres which is well preceded in numerous other protective provisions.

The Applicants therefore require changes to the definition of 'specified works' to reflect the purpose of the protective provisions and to be consistent with other protective provisions included for other statutory undertakers. The Applicants' proposed drafting is:

"specified works" means so much of any of the authorised development which:

(a) will or may be situated over, or within 15 metres measured in any direction of any apparatus; and/or

(b) may in any way adversely affect any apparatus.

Restriction on the Applicants' powers

In paragraph 3 of the protective provisions, Hornsea Four has sought to include extensive restrictions on the Applicants' powers under the Order.

This includes restrictions on the use of compulsory acquisition powers, temporary possession powers and powers to enter land for surveys and investigations over land within the order limits of the Hornsea Four project.

These are onerous restrictions on the Applicants' ability to construct and operate the Projects, and there is no justification for including these restrictions, particularly given that Hornsea Four does not currently use any land, rights or apparatus within the Order Limits, and there is no certainty of whether the project will be constructed at all.

The Applicants also note PINS Guidance, which is clear that statutory undertakers' preferred form of protective provisions should be "adapted as necessary so they accurately reflect the proposed development" and they "should also not simply negate other provisions of the DCO, particularly concerning proposed compulsory acquisition of statutory undertakers' land".

The Applicants consider that paragraph 3 of Hornsea Four's protective provisions should be deleted in its entirety.

Co-existence provision

As noted above, there is currently no certainty as to whether the Projects or the Hornsea Four project will be constructed first, and so a co-operation agreement is the most appropriate mechanism to manage the interactions between the projects.

If protective provisions in favour of Hornsea Four are included in the Order, the Applicants consider that additional wording should be included to ensure co-operation between the parties.

The Applicants propose that a new definition of 'relevant activities' should be added, and the following provision should be included:

Without prejudice to any other rights or obligations under this Part of this Schedule, Ørsted and the undertaker must from time to time keep each other informed of relevant activities such that Ørsted and the undertaker may seek to agree solutions to allow those relevant activities to successfully co-exist as far as reasonably practicable until completion of the relevant activities.

Yours sincerely,




Development Project Manager
DBS Offshore Wind Farms

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Appendix A

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;~~

~~"relevant activities" means any works, operations or activities carried out by the undertaker pursuant to this Order which may affect the Hornsea Four authorised project or any works, operations or activities carried out by Orsted pursuant to the Hornsea Four Order which may affect the authorised project;~~

~~"specified works" means so much of any of the authorised development which 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, will or may be situated over, or within 125 metres of the proposed Hornsea Four Cable Corridor or measured in any direction of any apparatus; or~~

- (b) may in any way adversely affect any apparatus ~~whether the specified works are permanent or temporary.~~

~~3. 柁畧 (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.~~

~~4.3.~~ 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.

~~4.~~ 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.

~~5. Without prejudice to any other rights or obligations under this Part of this Schedule Orsted and the undertaker must from time to time keep each other informed of relevant activities such that Orsted and the undertaker may seek to agree solutions to allow those relevant activities to successfully co-exist as far as reasonably practicable until completion of the relevant activities.~~

~~6.~~ Any difference arising between the undertaker the Orsted under this Part shall be referred to and settled by arbitration under article 47 (arbitration).

Appendix B

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;

"relevant activities" means any works, operations or activities carried out by the undertaker pursuant to this Order which may affect the Hornsea Four authorised project or any works, operations or activities carried out by Orsted pursuant to the Hornsea Four Order which may affect the authorised project;

"specified works" means so much of any of the authorised development which:

- (a) will or may be situated over, or within 15 metres measured in any direction of any apparatus; or
- (b) may in any way adversely affect any apparatus.

3. 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.

4. 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.

5. Without prejudice to any other rights or obligations under this Part of this Schedule Orsted and the undertaker must from time to time keep each other informed of relevant activities such that Orsted and the undertaker may seek to agree solutions to allow those relevant activities to successfully co-exist as far as reasonably practicable until completion of the relevant activities.

6. Any difference arising between the undertaker the Orsted under this Part shall be referred to and settled by arbitration under article 47 (arbitration).