

Outer Dowsing Offshore Wind

Letters of Consent to Disapplication of Legislation

Deadline 6

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Letters of Consent to Disapplication of Legislation included:

- The Environment Agency,
- South Holland Internal Drainage Board,
- Lindsey Marsh Internal Drainage Board,
- Black Sluice Internal Drainage Board,
- Welland and Deepings Internal Drainage Board, and
- Witham Fourth Internal Drainage Board

[REDACTED]
**The Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH**

3 April 2025

Dear [REDACTED]

**Outer Dowsing Offshore Wind
Consent to Disapplication of Legislation**

As you will be aware, the Development Consent Order ("**DCO**") for Outer Dowsing Offshore Wind ("**the Project**") seeks to disapply the following legislative provisions, which are relevant or potentially relevant to the Environment Agency, in relation to works carried out for the purpose of, or in connection with, the construction or maintenance of the Project:

- a) regulation 12(1)(a) (requirement for environmental permit) of the 2016 Regulations in relation to the carrying out of a flood risk activity;
- b) the provisions of any byelaws made under, or having effect as if made under, paragraphs 5, 6 or 6A of Schedule 25 to the Water Resources Act 1991 that require consent or approval for the carrying out of works.

We require the consent of the Environment Agency to the disapplication of these statutory provisions and we are proposing protective measures in the DCO for the benefit of the Environment Agency in order to secure that consent.

By signing and returning a copy of this letter the Environment Agency confirms that it gives its consent under section 150 of the Planning Act 2008 to the disapplication of the legislation listed above in so far as the Environment Agency would otherwise be required to grant consent under the provisions, and that the consent of the Environment Agency is subject to the Protective Provisions contained in Part 4 of Schedule 18 to the DCO.

The Protective Provisions included in Part 4 of Schedule 18 to the draft DCO are appended to this letter. Should any substantive changes be made to this version of the Protective Provisions prior to submission of the application, we shall inform you of those changes.

Yours sincerely,

[REDACTED]
**Onshore Consents Manager
Outer Dowsing Offshore Wind**

On behalf of the Environment Agency, I confirm that the Environment Agency consents under section 150 of the Planning Act 2008 to the disapplication of the legislation listed above subject to the Protective Provisions contained in Part 4 of Schedule 18 of the Outer Dowsing Offshore Wind Farm Order.



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Duly authorised for the Environment Agency



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Print Name

03 April 2025

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Date

Appendix 1 – Protective Provisions from DCO for the protection of the Environment Agency

PART 1

Protection for the Environment Agency

1.—(1) The following provisions apply for the protection of the Agency unless otherwise agreed in writing between the undertaker and the Agency.

(2) In this part of this Schedule—

“Agency” means the Environment Agency;

“Agency dredging operation” means any operation involving a dredger employed by the Agency or its contractors that is engaged in or preparing to discharge sand into a sinker pipe;

“beach nourishment works” means work carried out annually by the Agency to nourish the existing coastline between Saltfleet and Gibraltar Point in Lincolnshire;

“construction” includes execution, placing, altering, replacing, relaying and removal and excavation and “construct” and “constructed” is construed accordingly;

“drainage work” means any main river and includes any land which provides or is expected to provide flood storage capacity for any main river and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage, flood defence or tidal monitoring;

“emergency” means any occurrence which presents a risk of—

- (a) serious flooding;
- (b) serious detrimental impact on drainage;
- (c) serious harm to the environment;

“exempt flood risk activities” has the same meaning given in regulation 5 of the Environmental Permitting (England and Wales) Regulations 2016;

“fishery” means any waters containing fish and fish in, or migrating to or from, such waters and the spawn, spawning ground, habitat or food of such fish;

“main river” has the same meaning given in section 113 of the Water Resources Act 1991;

“plans” includes plans, sections, elevations, drawings, specifications, programmes, proposals, calculations, method statements;

“remote defence” means any berm, wall or embankment that is constructed for the purposes of preventing or alleviating flooding from, or in connection with, any main river;

“sea defence” means any bank, wall, embankment (any berm, counterwall or cross-wall connected to any such bank, wall or embankment), barrier, tidal sluice and other defence, whether natural or artificial, against the inundation of land by sea water or tidal water, including natural or artificial high ground which forms part of or makes a contribution to the efficiency of the defences of the Agency’s area against flooding, but excludes any sea defence works which are for the time being maintained by a coast protection authority under the provisions of the Coast Protection Act 1949 or by any local authority or any navigation, harbour or conservancy authority;

“specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within—

- (a) 16 metres of the base of a sea defence which is likely to—
 - (i) endanger the stability of, cause damage or reduce the effectiveness of that sea defence; or
 - (ii) interfere with the Agency’s access to or along that sea defence or the Agency’s ability to undertake works to ensure the efficacy of that sea defence;
- (b) 8 metres of the base of a remote defence which is likely to—
 - (i) endanger the stability of, cause damage or reduce the effectiveness of that remote defence, or
 - (ii) interfere with the Agency’s access to or along that remote defence;
- (c) 16 metres of a drainage work or is otherwise likely to—

- (i) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;
- (ii) affect the flow, purity or quality of water in any watercourse or other surface waters
- (iii) cause obstruction to the free passage of fish or damage to any fishery;
- (iv) affect the conservation, distribution or use of water resources; or
- (v) affect the conservation value of the main river and habitats in its immediate vicinity;
- (d) 500 metres of any Agency dredging operation which is likely to interact or interfere with the Agency's beach nourishment works;

or which involves—

- (e) an activity that includes dredging, raising or taking of any sand, silt, ballast, clay, gravel or other materials from or off the bed or banks of a drainage work (or causing such materials to be dredged, raised or taken), including hydrodynamic dredging or desilting; and
- (f) any quarrying or excavation within 16 metres of a drainage work which is likely to cause damage to or endanger the stability of the banks or structure of that drainage work,

but does not include exempt flood risk activities;

“watercourse” includes all rivers, streams, ditches, drains, cuts, culverts, dykes, sluices, basins, sewers and passages through which water flows except a public sewer.

Submission and approval of plans

2.—(1) Before beginning to construct any specified work, the undertaker must submit to the Agency plans of the specified work and such further particulars available to it as the Agency may within 28 days of the receipt of the plans reasonably request.

(2) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the Agency, or determined under paragraph 12.

(3) Any approval of the Agency required under this paragraph—

- (a) must not be unreasonably withheld or delayed;
- (b) is deemed to have been refused if it is neither given nor refused within 2 months of the submission of the plans or such later date as is agreed between the Agency and the undertaker and if further particulars have been requested pursuant to sub paragraph (1) the period between the making of this request and the provision of further particulars in response to it shall not be taken into account in the calculation of the 2 months for the purposes of this sub-paragraph; and
- (c) may be given subject to such reasonable requirements as the Agency may have for the protection of any drainage work or the fishery or for the protection of water resources, or for the prevention of flooding or pollution or for nature conservation or the prevention of environmental harm in the discharge of its environmental duties.

(4) The Agency must use its reasonable endeavours to respond to the submission of any plans before the expiration of the period mentioned in sub-paragraph (3)(b).

(5) In the case of a refusal, the Agency must provide reasons for the grounds of that refusal.

Construction of protective works

3. Without limiting paragraph 2 the requirements which the Agency may have under that paragraph include conditions requiring the undertaker, at its own expense, to construct such protective works, whether temporary or permanent, before or during the construction of the specified works (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

- (a) to safeguard any drainage work against damage; or
- (b) to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased,

by reason of any specified work.

Timing of works and service of notices

4.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the Agency under paragraph 3, must be constructed—

- (a) without unreasonable delay in accordance with the plans approved under this Part of this Schedule; and
- (b) to the reasonable satisfaction of the Agency,

and the Agency is entitled by its officer to watch and inspect the construction of such works.

(2) The undertaker must give to the Agency not less than 14 days' notice in writing of its intention to commence construction of any specified work and notice in writing of its completion not later than 7 days after the date on which it is completed.

(3) If the Agency reasonably requires, the undertaker must construct all or part of the protective works so that they are in place prior to the construction of any specified work to which the protective works relate.

Works not in accordance with this Part of Schedule 18

5.—(1) If there is any failure by the undertaker to obtain consent or comply with conditions imposed by the Agency in accordance with these protective provisions and where the Agency acting reasonably considers it necessary to avoid any of the risks specified in sub-paragraph (2), the Agency may serve written notice requiring the undertaker to cease all or part of the specified works as may be specified within the notice within such reasonable period specified in the notice, and the undertaker must cease constructing the specified works or part thereof until such time as it has obtained the consent or complied with the condition specified in the notice served.

(2) The risks specified in sub-paragraph (1) are—

- (a) risk of flooding;
- (b) risk of harm to the environment;
- (c) risk of detrimental impact on drainage;
- (d) damage to the fishery.

(3) If any part of a specified work or any protective work required by the Agency is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the Agency may by notice in writing require the undertaker at the undertaker's own expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the Agency in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as the Agency reasonably requires.

(4) Subject to sub-paragraph (5) if, within a reasonable period, being not less than 28 days beginning with the date when a notice under sub-paragraph (3) is served upon the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may execute the works specified in the notice and any reasonable expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(5) In the event of any dispute as to whether sub-paragraph (3) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the Agency must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (4) until the dispute has been finally determined in accordance with paragraph 12.

Maintenance of works

6.—(1) Subject to sub-paragraph (5) the undertaker must from the commencement of the construction of the specified works maintain in good repair and condition and free from obstruction any drainage work which is situated within the limits of deviation and on land held by the undertaker for the purposes of or in connection with the specified works, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any such drainage work which the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the Agency, the Agency may by notice in writing require the undertaker to repair and restore the work, or any part of such work, or (if the undertaker so elects and the Agency in writing consents, such

consent not to be unreasonably withheld or delayed), to remove the work and restore the site to its former condition, to such extent and within such limits as the Agency reasonably requires.

(3) Subject to sub-paragraph (4) if, within a reasonable period, being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may do what is necessary for such compliance and any reasonable expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the Agency must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph 12.

(5) This paragraph does not apply to—

- (a) drainage works which are vested in the Agency, or which the Agency or another person is liable to maintain and is not proscribed by the powers of the Order from doing so; and
- (b) any obstruction of a drainage work expressly authorised in the approval of specified works plans and carried out in accordance with the provisions of this Part provided that any obstruction is removed as soon as reasonably practicable.

Remediating impaired drainage work

7. If by reason of the construction of any specified work or of the failure of any such work, the efficiency of any drainage work for flood defence purposes is impaired, or that drainage work is otherwise damaged, such impairment or damage must be made good by the undertaker to the reasonable satisfaction of the Agency and if the undertaker fails to do so, the Agency may make good the impairment or damage and recover any expenditure incurred by the Agency in so doing from the undertaker.

Agency access

8.—(1) If by reason of construction of the specified work or the failure of any such work, the Agency's access to flood defences or equipment maintained for flood defence purposes is materially obstructed, the undertaker must notify the Agency immediately and provide such suitable alternative means of access that will allow the Agency to maintain the flood defence or use the equipment no less effectively than was possible before the obstruction occurred and such access must be made available as soon as reasonably practicable after the undertaker becoming aware of such obstruction, except in the case of an emergency in which case the undertaker must provide such alternative means of access on demand.

(2) If by reason of stopping up or diversion of Roman Bank under the powers conferred by article 12 (temporary stopping up of streets) the Agency's access to carry out any of its statutory functions would be materially obstructed, the undertaker must facilitate continued, unrestricted access over Roman Bank for the Agency and any contractors working on its behalf, provided that the Agency gives the undertaker reasonable notice of its need to take access over any part of Roman Bank which is temporarily stopped up.

Free passage of fish

9.—(1) The undertaker must take all such measures as may be reasonably practicable to prevent any interruption of the free passage of fish in the fishery during the construction of any specified work.

(2) If by reason of—

- (a) the construction of any specified work; or
- (b) the failure of any such work,

damage to the fishery is caused, or the Agency has reason to expect that such damage may be caused, the Agency may serve notice on the undertaker requiring it to take such steps as may be reasonably practicable to make good the damage, or, as the case may be, to protect the fishery against such damage within such reasonable period specified in the notice.

(3) If the undertaker fails to take such steps as are described in the notice served under sub-paragraph (2), the Agency may take those steps and any expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(4) In any case where immediate action by the Agency is reasonably required in order to secure that the risk of damage to the fishery is avoided or reduced, the Agency may take such steps as are reasonable for the purpose, and may recover from the undertaker any expenditure incurred in so doing provided that notice specifying those steps is served on the undertaker as soon as reasonably practicable after the Agency has taken, or commenced to take, the steps specified in the notice.

Indemnity

10. The undertaker indemnifies the Agency in respect of all costs, charges and expenses which the Agency may incur—

- (a) in the examination or approval of plans under this Part of this Schedule;
- (b) in the inspection of the construction of the specified works or any protective works required by the Agency under this Part of this Schedule; and
- (c) in the carrying out of any surveys or tests by the Agency which are reasonably required in connection with the construction of the specified works.

11.—(1) The undertaker is responsible for and indemnifies the Agency against all costs and losses, liabilities, claims and demands not otherwise provided for in this Schedule which may be reasonably incurred or suffered by the Agency by reason of, or arising out of—

- (a) the construction, operation or maintenance of any specified works comprised within the authorised development or the failure of any such works comprised within them; or
- (b) any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged upon the construction, operation or maintenance of the authorised development or dealing with any failure of the authorised development.

(2) For the avoidance of doubt, in sub-paragraph (1)—

- (a) “costs” includes—
 - (i) expenses and charges;
 - (ii) staff costs and overheads;
 - (iii) legal costs;
- (b) “losses” includes physical damage.
- (c) “claims” and “demands” include as applicable—
 - (i) costs (within the meaning of sub-paragraph (2)(i)) incurred in connection with any claim or demand;
 - (ii) any interest element of sums claimed or demanded;
- (d) “liabilities” includes—
 - (i) contractual liabilities;
 - (ii) tortious liabilities (including liabilities for negligence or nuisance);
 - (iii) liabilities to pay statutory compensation or for breach of statutory duty;
 - (iv) liabilities to pay statutory penalties imposed on the basis of strict liability (but does not include liabilities to pay other statutory penalties).

(3) The Agency must give to the undertaker reasonable notice of any such claim or demand and must not settle or compromise a claim without the agreement of the undertaker and that agreement must not be unreasonably withheld or delayed.

(4) The Agency must, at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss.

(5) The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved by the Agency, or to its satisfaction, or in accordance with any directions or award of an arbitrator, must not relieve the undertaker from any liability under the provisions of this Part of this Schedule.

(6) Nothing in this paragraph imposes any liability on the undertaker with respect to any costs, charges, expenses, damages, claims, demands or losses to the extent that they are attributable to the neglect or default of the Agency, its officers, servants, contractors or agents.

Disputes

12. Any dispute arising between the undertaker and the Agency under this Part of this Schedule must, if the parties agree, be determined by arbitration under article 39 (arbitration), but failing agreement be determined by the Secretary of State for Environment, Food and Rural Affairs or its successor and the Secretary of State for Energy Security and Net Zero or its successor acting jointly on a reference to them by the undertaker or the Agency, after notice in writing by one to the other.

South Holland Internal Drainage Board
Pierpont House
28 Horsley's Fields
King's Lynn
Norfolk
PE30 5DD

19 March 2025

Dear Sir/Madam

Outer Dowsing Offshore Wind
Consent to Disapplication of Legislation

As you will be aware from our recent discussions, the Development Consent Order ("DCO") for Outer Dowsing Offshore Wind ("the Project") seeks to disapply the following legislative provisions, which are relevant or potentially relevant to South Holland Internal Drainage Board (hereinafter referred to as "**the Drainage Authority**"), in relation to works carried out for the purpose of, or in connection with, the construction or maintenance of the Project:

- a) section 23 of the Land Drainage Act 1991 (prohibition of obstructions, etc. in watercourses); and
- b) the provisions of any byelaws made under section 66 of the Land Drainage Act 1991 (powers to make byelaws) that require consent or approval for the carrying out of the works.

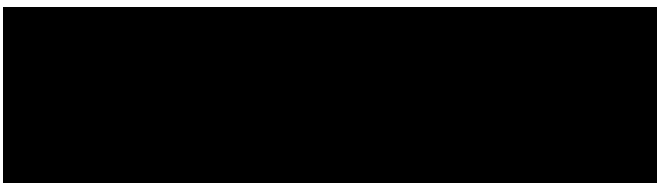
We require the consent of the Drainage Authority to the disapplication of these statutory provisions and we are proposing protective measures in the DCO for the benefit of the Drainage Authority in order to secure that consent.


By signing and returning a copy of this letter the Drainage Authority confirms that:

- a) it gives its consent under section 150 of the Planning Act 2008 to the disapplication of the legislation listed above in so far as the Drainage Authority would otherwise be required to grant consent under the provisions, and that the consent of the Drainage Authority is subject to the Protective Provisions contained in Part 5 of Schedule 18 of the DCO; and
- b) it withdraws all representations in relation to the Project and this letter may be provided to the Examining Authority as evidence that our representations have been withdrawn.

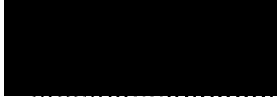
The Protective Provisions included in Part 5 of Schedule 18 of the draft DCO are appended to this letter. Should any substantive changes be made to this version of the Protective Provisions prior to submission of the application, we shall inform you of those changes.

Yours sincerely,




Onshore Consents Manager
Outer Dowsing Offshore Wind

On behalf of the Drainage Authority, I confirm that the Drainage Authority consents under section 150 of the Planning Act 2008 to the disapplication of the legislation listed above subject to the Protective Provisions contained in Part 5 of Schedule 18 of the Outer Dowsing Offshore Wind Farm Order.



.....
Duly authorised for the Drainage Authority



.....
Print Name

01 APRIL 2021
.....
Date

Appendix 1 – Protective Provisions from DCO for the protection of drainage authorities

PART 1

Protection for the drainage authorities

1. The provisions of this Part of this Schedule have effect for the protection of a drainage authority unless otherwise agreed in writing between the undertaker and the drainage authority.

2. In this Part of this Schedule—

“construction” includes execution, placing, altering, replacing, relaying and removal and excavation; and “construct” and “constructed” must be constructed accordingly;

“drainage authority” means in relation to an ordinary watercourse, the drainage board concerned within the meaning of section 23 (prohibitions of obstructions etc in watercourses) of the Land Drainage Act 1991;

“drainage work” means any ordinary watercourse and includes any land that provides or is expected to provide flood storage capacity for any watercourse and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage or flood defence;

“ordinary watercourse” has the meaning given in section 72 (interpretation) of the Land Drainage Act 1991;

“plans” includes plans, sections, elevations, drawings, specifications, calculations and method statements;

“specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within 9 metres of a drainage work or is otherwise likely to—

- (a) affect any drainage work or the total volume or volumetric rate of flow of water in or flowing to or from any drainage work;
- (b) affect the flow of water in any ordinary watercourse or other surface waters;
- (c) restrict access to ordinary watercourses;
- (d) restrict the ability of the relevant drainage authority to spread spoils arising from ordinary watercourses within 9 metres of the landward toe of either side of the banks of the watercourse
- (e) affect the conservation, distribution or use of water resources.

3.—(1) Before beginning to construct any specified work, the undertaker must submit to the relevant drainage authority plans of the specified work and any such further particulars available to it as the relevant drainage authority may within 28 days of the submission of the plans reasonably require.

(2) The undertaker must not commence construction of the specified work until approval, unconditionally or conditionally, has been given as provided in this paragraph.

(3) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the relevant drainage authority, or determined under paragraph 11.

(4) Any approval of the relevant drainage authority required under this paragraph—

- (a) must not be unreasonably withheld or delayed;
- (b) is deemed to have been given if it is neither given nor refused within 56 days of the submission of the plans for approval or submission of further particulars (where required by the relevant drainage authority under sub-paragraph (1)) whichever is the later; and
- (c) may be given subject to such reasonable requirements as the relevant drainage authority may make for the protection of any drainage work, or for the prevention of flooding or pollution or discharge of its environmental functions.

(5) Any refusal under this paragraph must be accompanied by a statement of the grounds of refusal.

4. Without limiting paragraph 3, the requirements which the relevant drainage authority may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, before or during the construction of the specified works (including

the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

- (a) to safeguard any drainage work against damage; or
- (b) to secure that the efficiency of any drainage work for flood defence and land drainage purposes is not impaired and that the risk of flooding is not otherwise increased,

by reason of any specified work.

5.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the relevant drainage authority under paragraph 4 must be constructed—

- (a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part of this Schedule; and
- (b) to the reasonable satisfaction of the relevant drainage authority

and an officer of the relevant drainage authority is entitled to watch and inspect the construction of such works.

(2) The undertaker must give to the relevant drainage authority—

- (a) not less than 14 days' notice in writing of its intention to commence construction of any specified work and any protective work; and
- (b) notice in writing of its completion not later than 7 days after the date on which it is completed.

(3) If the relevant drainage authority reasonably requires, the undertaker must construct all or part of the protective works so that they are in place prior to the construction of the specified work to which the protective works relate.

(4) If any part of a specified work or any protective work required by the relevant drainage authority is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the relevant drainage authority may by notice in writing require the undertaker at the undertaker's expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the relevant drainage authority in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to the reasonable satisfaction of the relevant drainage authority and to such extent and within such limits as the relevant drainage authority may reasonably require.

(5) Subject to sub-paragraph (6) and paragraph 10 if, within a reasonable period, being not less than 28 days beginning with the date when a notice under sub-paragraph (4) is served on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the relevant drainage authority may execute the works specified in the notice and any expenditure reasonably incurred by the relevant drainage authority in so doing is recoverable from the undertaker.

(6) In the event of any dispute as to whether sub-paragraph (4) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the relevant drainage authority must not except in the case of an emergency exercise the powers conferred by sub-paragraph (5) until the dispute has been finally determined in accordance with paragraph 11.

6.—(1) Subject to sub-paragraph (5) the undertaker must from the commencement of the construction of the specified works maintain in good repair and condition and free from obstruction any drainage work which is situated within the limits of deviation and on land held by the undertaker for the purposes of or in connection with the specified works and any protective work, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any such drainage work which the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the relevant drainage authority, the relevant drainage authority may by notice in writing require the undertaker to repair and restore the work, or any part of such work, or (if the undertaker so elects and the relevant drainage authority in writing consents, such consent not to be unreasonably withheld or delayed), to remove the specified work and any protective work and restore the site to its former condition, to such extent and within such limits as the relevant drainage authority reasonably requires.

(3) Subject to sub-paragraph (4) and paragraph 10, if, within a reasonable period, being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the reasonable requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the relevant drainage authority may do what is reasonably necessary for such compliance and any reasonable expenditure incurred by the relevant drainage authority in so doing is recoverable from the undertaker.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the relevant drainage authority must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph 11.

(5) This paragraph does not apply to-

- (a) drainage works which are vested in the relevant drainage authority, or which the relevant drainage authority or another person is liable to maintain and is not prevented by the powers of the Order from doing so; and
- (b) any obstruction of a drainage work for the purpose of a work or operation authorised by this Order and carried out in accordance with the provisions of this Part of this Schedule provided that any obstruction is removed as soon as reasonably practicable.

7. If by reason of the construction of any specified work and any protective work or of the failure of any such work the efficiency of any drainage work for flood defence purposes or land drainage is impaired, or the drainage work is otherwise damaged, the impairment or damage must be made good by the undertaker to the reasonable satisfaction of the relevant drainage authority and, if the undertaker fails to do so, the relevant drainage authority may make good the impairment or damage and recover from the undertaker the expense reasonably incurred by it in doing so.

8. If by reason of construction of the specified work the relevant drainage authority's access to land drainage infrastructure, flood defences or equipment maintained for flood defence purposes is materially obstructed, the undertaker must provide such alternative means of access that will allow the relevant drainage authority to maintain the land drainage infrastructure, flood defence or use the equipment no less effectively than was possible before the obstruction within 24 hours of or as soon as reasonably practicable after the undertaker becoming aware of such obstruction.

9. The undertaker must indemnify the relevant drainage authority in respect of costs, charges and expenses which the relevant drainage authority may reasonably incur by reason of—

- (a) the review, examination or approval of plans under this Part of this Schedule;
- (b) the inspection of the proposed location of the specified work or any protective works and the construction of the specified work or any protective works required by the relevant drainage authority under this Part of this Schedule; or
- (c) the carrying out of any surveys or tests by the relevant drainage authority which are reasonably required in connection with the construction of the specified works and any protective work.

10.—(1) Without limiting the other provisions of this Part of this Schedule, the undertaker must indemnify the relevant drainage authority in respect of all costs and losses, liabilities proceedings, damages, expenses, claims and demands not otherwise provided for in this Schedule which may be made or taken against, recovered from or incurred by the relevant drainage authority by reason of, or arising out of—

- (a) any damage to any drainage work so as to impair its efficiency for the purposes of flood defence;
- (b) any raising or lowering of the water table in land adjoining the authorised development or any sewers, drains and watercourse; or
- (c) any flooding or increased flooding of any such land

that is caused by the construction, operation or maintenance of any specified works, the protective work or the failure of any such works comprised within them or by any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged upon the construction, operation or maintenance of the specified works and protective works or dealing with any failure of the specified works and protective work.

(2) The relevant drainage authority must give to the undertaker reasonable notice of any such claim or demand, and must not settle or compromise a claim without the agreement of the undertaker and that agreement must not be unreasonably withheld or delayed.

(3) The relevant drainage authority must take such steps as are reasonably practicable to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss to which the indemnity under sub-paragraph (1) applies.

(4) The fact that any work or thing may have been done by the undertaker in accordance with a plan approved or deemed approved by the relevant drainage authority, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from liability under this Part of this Schedule.

(5) Nothing in this paragraph imposes any liability on the undertaker with respect to any costs, charges, expenses, damages, claims, demands or losses to the extent that they are attributable to the neglect or default of the relevant drainage authority, its officers, servants, contractors or agents.

11. Any dispute arising between the undertaker and the relevant drainage authority under this Part of this Schedule, if the parties agree, must be determined by arbitration under article 39 (arbitration) but failing agreement must be determined by the Secretary of State for Environment, Food and Rural Affairs or its successor and the Secretary of State for Energy Security and Net Zero or its successor acting jointly on a reference to them by the undertaker or the relevant drainage authority, after notice in writing by one to the other.

**Lindsey Marsh Drainage Board
Wellington House
Manby Park
Manby, Louth
Lincolnshire
LN11 8UU**

19 March 2025

Dear Sir/Madam

**Outer Dowsing Offshore Wind
Consent to Disapplication of Legislation**

As you will be aware from our recent discussions, the Development Consent Order ("**DCO**") for Outer Dowsing Offshore Wind ("**the Project**") seeks to disapply the following legislative provisions, which are relevant or potentially relevant to Lindsey Marsh Drainage Board (hereinafter referred to as "**the Drainage Authority**"), in relation to works carried out for the purpose of, or in connection with, the construction or maintenance of the Project:

- a) section 23 of the Land Drainage Act 1991 (prohibition of obstructions, etc. in watercourses); and
- b) the provisions of any byelaws made under section 66 of the Land Drainage Act 1991 (powers to make byelaws) that require consent or approval for the carrying out of the works.

We require the consent of the Drainage Authority to the disapplication of these statutory provisions and we are proposing protective measures in the DCO for the benefit of the Drainage Authority in order to secure that consent.

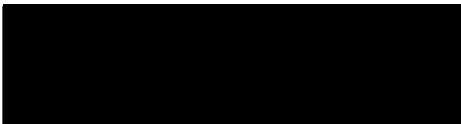
By signing and returning a copy of this letter the Drainage Authority confirms that:


a) it gives its consent under section 150 of the Planning Act 2008 to the disapplication of the legislation listed above in so far as the Drainage Authority would otherwise be required to grant consent under the provisions, and that the consent of the Drainage Authority is subject to the Protective Provisions contained in Part 5 of Schedule 18 of the DCO; and

b) it withdraws all representations in relation to the Project and this letter may be provided to the Examining Authority as evidence that our representations have been withdrawn.

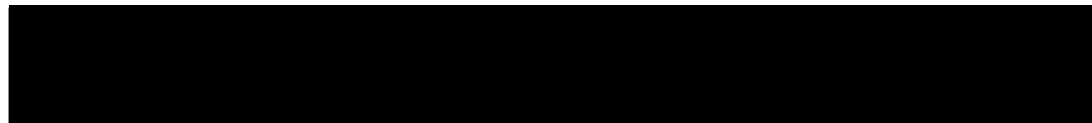
The Protective Provisions included in Part 5 of Schedule 18 of the draft DCO are appended to this letter. Should any substantive changes be made to this version of the Protective Provisions prior to submission of the application, we shall inform you of those changes.

Yours sincerely,




Onshore Consents Manager
Outer Dowsing Offshore Wind

On behalf of the Drainage Authority, I confirm that the Drainage Authority consents under section 150 of the Planning Act 2008 to the disapplication of the legislation listed above subject to the Protective Provisions contained in Part 5 of Schedule 18 of the Outer Dowsing Offshore Wind Farm Order.



Duly authorised for the Drainage Authority

Print Name

26th March 2025
.....
Date

Appendix 1 – Protective Provisions from DCO for the protection of drainage authorities

PART 1

Protection for the drainage authorities

1. The provisions of this Part of this Schedule have effect for the protection of a drainage authority unless otherwise agreed in writing between the undertaker and the drainage authority.

2. In this Part of this Schedule—

“construction” includes execution, placing, altering, replacing, relaying and removal and excavation; and “construct” and “constructed” must be constructed accordingly;

“drainage authority” means in relation to an ordinary watercourse, the drainage board concerned within the meaning of section 23 (prohibitions of obstructions etc in watercourses) of the Land Drainage Act 1991;

“drainage work” means any ordinary watercourse and includes any land that provides or is expected to provide flood storage capacity for any watercourse and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage or flood defence;

“ordinary watercourse” has the meaning given in section 72 (interpretation) of the Land Drainage Act 1991;

“plans” includes plans, sections, elevations, drawings, specifications, calculations and method statements;

“specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within 9 metres of a drainage work or is otherwise likely to—

- (a) affect any drainage work or the total volume or volumetric rate of flow of water in or flowing to or from any drainage work;
- (b) affect the flow of water in any ordinary watercourse or other surface waters;
- (c) restrict access to ordinary watercourses;
- (d) restrict the ability of the relevant drainage authority to spread spoils arising from ordinary watercourses within 9 metres of the landward toe of either side of the banks of the watercourse
- (e) affect the conservation, distribution or use of water resources.

3.—(1) Before beginning to construct any specified work, the undertaker must submit to the relevant drainage authority plans of the specified work and any such further particulars available to it as the relevant drainage authority may within 28 days of the submission of the plans reasonably require.

(2) The undertaker must not commence construction of the specified work until approval, unconditionally or conditionally, has been given as provided in this paragraph.

(3) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the relevant drainage authority, or determined under paragraph 11.

(4) Any approval of the relevant drainage authority required under this paragraph—

- (a) must not be unreasonably withheld or delayed;
- (b) is deemed to have been given if it is neither given nor refused within 56 days of the submission of the plans for approval or submission of further particulars (where required by the relevant drainage authority under sub-paragraph (1)) whichever is the later; and
- (c) may be given subject to such reasonable requirements as the relevant drainage authority may make for the protection of any drainage work, or for the prevention of flooding or pollution or discharge of its environmental functions.

(5) Any refusal under this paragraph must be accompanied by a statement of the grounds of refusal.

4. Without limiting paragraph 3, the requirements which the relevant drainage authority may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, before or during the construction of the specified works (including

the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

- (a) to safeguard any drainage work against damage; or
- (b) to secure that the efficiency of any drainage work for flood defence and land drainage purposes is not impaired and that the risk of flooding is not otherwise increased,

by reason of any specified work.

5.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the relevant drainage authority under paragraph 4 must be constructed—

- (a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part of this Schedule; and
- (b) to the reasonable satisfaction of the relevant drainage authority

and an officer of the relevant drainage authority is entitled to watch and inspect the construction of such works.

(2) The undertaker must give to the relevant drainage authority—

- (a) not less than 14 days' notice in writing of its intention to commence construction of any specified work and any protective work; and
- (b) notice in writing of its completion not later than 7 days after the date on which it is completed.

(3) If the relevant drainage authority reasonably requires, the undertaker must construct all or part of the protective works so that they are in place prior to the construction of the specified work to which the protective works relate.

(4) If any part of a specified work or any protective work required by the relevant drainage authority is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the relevant drainage authority may by notice in writing require the undertaker at the undertaker's expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the relevant drainage authority in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to the reasonable satisfaction of the relevant drainage authority and to such extent and within such limits as the relevant drainage authority may reasonably require.

(5) Subject to sub-paragraph (6) and paragraph 10 if, within a reasonable period, being not less than 28 days beginning with the date when a notice under sub-paragraph (4) is served on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the relevant drainage authority may execute the works specified in the notice and any expenditure reasonably incurred by the relevant drainage authority in so doing is recoverable from the undertaker.

(6) In the event of any dispute as to whether sub-paragraph (4) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the relevant drainage authority must not except in the case of an emergency exercise the powers conferred by sub-paragraph (5) until the dispute has been finally determined in accordance with paragraph 11.

6.—(1) Subject to sub-paragraph (5) the undertaker must from the commencement of the construction of the specified works maintain in good repair and condition and free from obstruction any drainage work which is situated within the limits of deviation and on land held by the undertaker for the purposes of or in connection with the specified works and any protective work, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any such drainage work which the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the relevant drainage authority, the relevant drainage authority may by notice in writing require the undertaker to repair and restore the work, or any part of such work, or (if the undertaker so elects and the relevant drainage authority in writing consents, such consent not to be unreasonably withheld or delayed), to remove the specified work and any protective work and restore the site to its former condition, to such extent and within such limits as the relevant drainage authority reasonably requires.

(3) Subject to sub-paragraph (4) and paragraph 10, if, within a reasonable period, being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the reasonable requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the relevant drainage authority may do what is reasonably necessary for such compliance and any reasonable expenditure incurred by the relevant drainage authority in so doing is recoverable from the undertaker.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the relevant drainage authority must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph 11.

(5) This paragraph does not apply to-

- (a) drainage works which are vested in the relevant drainage authority, or which the relevant drainage authority or another person is liable to maintain and is not prevented by the powers of the Order from doing so; and
- (b) any obstruction of a drainage work for the purpose of a work or operation authorised by this Order and carried out in accordance with the provisions of this Part of this Schedule provided that any obstruction is removed as soon as reasonably practicable.

7. If by reason of the construction of any specified work and any protective work or of the failure of any such work the efficiency of any drainage work for flood defence purposes or land drainage is impaired, or the drainage work is otherwise damaged, the impairment or damage must be made good by the undertaker to the reasonable satisfaction of the relevant drainage authority and, if the undertaker fails to do so, the relevant drainage authority may make good the impairment or damage and recover from the undertaker the expense reasonably incurred by it in doing so.

8. If by reason of construction of the specified work the relevant drainage authority's access to land drainage infrastructure, flood defences or equipment maintained for flood defence purposes is materially obstructed, the undertaker must provide such alternative means of access that will allow the relevant drainage authority to maintain the land drainage infrastructure, flood defence or use the equipment no less effectively than was possible before the obstruction within 24 hours of or as soon as reasonably practicable after the undertaker becoming aware of such obstruction.

9. The undertaker must indemnify the relevant drainage authority in respect of costs, charges and expenses which the relevant drainage authority may reasonably incur by reason of—

- (a) the review, examination or approval of plans under this Part of this Schedule;
- (b) the inspection of the proposed location of the specified work or any protective works and the construction of the specified work or any protective works required by the relevant drainage authority under this Part of this Schedule; or
- (c) the carrying out of any surveys or tests by the relevant drainage authority which are reasonably required in connection with the construction of the specified works and any protective work.

10.—(1) Without limiting the other provisions of this Part of this Schedule, the undertaker must indemnify the relevant drainage authority in respect of all costs and losses, liabilities proceedings, damages, expenses, claims and demands not otherwise provided for in this Schedule which may be made or taken against, recovered from or incurred by the relevant drainage authority by reason of, or arising out of—

- (a) any damage to any drainage work so as to impair its efficiency for the purposes of flood defence;
- (b) any raising or lowering of the water table in land adjoining the authorised development or any sewers, drains and watercourse; or
- (c) any flooding or increased flooding of any such land

that is caused by the construction, operation or maintenance of any specified works, the protective work or the failure of any such works comprised within them or by any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged upon the construction, operation or maintenance of the specified works and protective works or dealing with any failure of the specified works and protective work.

(2) The relevant drainage authority must give to the undertaker reasonable notice of any such claim or demand, and must not settle or compromise a claim without the agreement of the undertaker and that agreement must not be unreasonably withheld or delayed.

(3) The relevant drainage authority must take such steps as are reasonably practicable to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss to which the indemnity under sub-paragraph (1) applies.

(4) The fact that any work or thing may have been done by the undertaker in accordance with a plan approved or deemed approved by the relevant drainage authority, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from liability under this Part of this Schedule.

(5) Nothing in this paragraph imposes any liability on the undertaker with respect to any costs, charges, expenses, damages, claims, demands or losses to the extent that they are attributable to the neglect or default of the relevant drainage authority, its officers, servants, contractors or agents.

11. Any dispute arising between the undertaker and the relevant drainage authority under this Part of this Schedule, if the parties agree, must be determined by arbitration under article 39 (arbitration) but failing agreement must be determined by the Secretary of State for Environment, Food and Rural Affairs or its successor and the Secretary of State for Energy Security and Net Zero or its successor acting jointly on a reference to them by the undertaker or the relevant drainage authority, after notice in writing by one to the other.

Black Sluice Internal Drainage Board
Station Road
Swineshead
Boston
Lincolnshire
PE20 3PW

19 March 2025

Dear Sir/Madam

**Outer Dowsing Offshore Wind
Consent to Disapplication of Legislation**

As you will be aware from our recent discussions, the Development Consent Order (“**DCO**”) for Outer Dowsing Offshore Wind (“**the Project**”) seeks to disapply the following legislative provisions, which are relevant or potentially relevant to Black Sluice Internal Drainage Board (hereinafter referred to as “**the Drainage Authority**”), in relation to works carried out for the purpose of, or in connection with, the construction or maintenance of the Project:

- a) section 23 of the Land Drainage Act 1991 (prohibition of obstructions, etc. in watercourses);
- b) the provisions of any byelaws made under section 66 of the Land Drainage Act 1991 (powers to make byelaws) that require consent or approval for the carrying out of the works;
- c) Black Sluice Drainage Act 1765;
- d) Black Sluice Drainage Act 1770;
- e) Black Sluice Drainage Act 1846;
- f) Black Sluice Drainage Act 1849;
- g) Black Sluice Drainage Act 1880;
- h) Land Drainage (Black Sluice) Provisional Order Confirmation Act 1925; and
- i) Black Sluice Internal Drainage Board Complete Land Drainage Byelaws 1988.

We require the consent of the Drainage Authority to the disapplication of these statutory provisions and we are proposing protective measures in the DCO for the benefit of the Drainage Authority in order to secure that consent.

By signing and returning a copy of this letter the Drainage Authority confirms that:

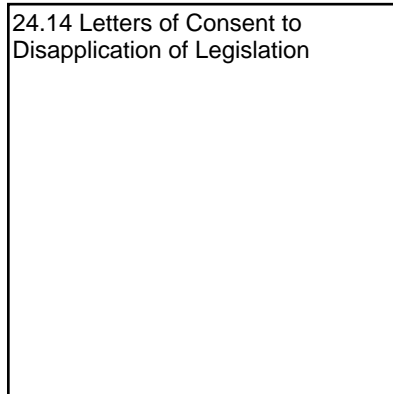
- a) it gives its consent under section 150 of the Planning Act 2008 to the disapplication of the legislation listed above in so far as the Drainage Authority would otherwise be required to grant consent under the provisions, and that the consent of the Drainage Authority is subject to the Protective Provisions contained in Part 5 of Schedule 18 of the DCO; and
- b) it withdraws all representations in relation to the Project and this letter may be provided to the Examining Authority as evidence that our representations have been withdrawn.

The Protective Provisions included in Part 5 of Schedule 18 of the draft DCO are appended to this letter. Should any substantive changes be made to this version of the Protective Provisions prior to submission of the application, we shall inform you of those changes.

Yours sincerely,



Onshore Consents Manager
Outer Dowsing Offshore Wind



Print Name

Date _____

PART 1

Protection for the drainage authorities

1. The provisions of this Part of this Schedule have effect for the protection of a drainage authority unless otherwise agreed in writing between the undertaker and the drainage authority.
2. In this Part of this Schedule—
 - “construction” includes execution, placing, altering, replacing, relaying and removal and excavation; and “construct” and “constructed” must be constructed accordingly;
 - “drainage authority” means in relation to an ordinary watercourse, the drainage board concerned within the meaning of section 23 (prohibitions of obstructions etc in watercourses) of the Land Drainage Act 1991;
 - “drainage work” means any ordinary watercourse and includes any land that provides or is expected to provide flood storage capacity for any watercourse and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage or flood defence;
 - “ordinary watercourse” has the meaning given in section 72 (interpretation) of the Land Drainage Act 1991;
 - “plans” includes plans, sections, elevations, drawings, specifications, calculations and method statements;
 - “specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within 9 metres of a drainage work or is otherwise likely to—
 - (a) affect any drainage work or the total volume or volumetric rate of flow of water in or flowing to or from any drainage work;
 - (b) affect the flow of water in any ordinary watercourse or other surface waters;
 - (c) restrict access to ordinary watercourses;
 - (d) restrict the ability of the relevant drainage authority to spread spoils arising from ordinary watercourses within 9 metres of the landward toe of either side of the banks of the watercourse
 - (e) affect the conservation, distribution or use of water resources.
- 3.—
 - (1) Before beginning to construct any specified work, the undertaker must submit to the relevant drainage authority plans of the specified work and any such further particulars available to it as the relevant drainage authority may within 28 days of the submission of the plans reasonably require.
 - (2) The undertaker must not commence construction of the specified work until approval, unconditionally or conditionally, has been given as provided in this paragraph.
 - (3) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the relevant drainage authority, or determined under paragraph 11.
 - (4) Any approval of the relevant drainage authority required under this paragraph—
 - (a) must not be unreasonably withheld or delayed;
 - (b) is deemed to have been given if it is neither given nor refused within 56 days of the submission of the plans for approval or submission of further particulars (where required by the relevant drainage authority under sub-paragraph (1)) whichever is the later; and
 - (c) may be given subject to such reasonable requirements as the relevant drainage authority may make for the protection of any drainage work, or for the prevention of flooding or pollution or discharge of its environmental functions.
 - (5) Any refusal under this paragraph must be accompanied by a statement of the grounds of refusal.
4. Without limiting paragraph 3, the requirements which the relevant drainage authority may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, before or during the construction of the specified works (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

- (a) to safeguard any drainage work against damage; or
 - (b) to secure that the efficiency of any drainage work for flood defence and land drainage purposes is not impaired and that the risk of flooding is not otherwise increased,
- by reason of any specified work.

5.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the relevant drainage authority under paragraph 4 must be constructed—

- (a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part of this Schedule; and
- (b) to the reasonable satisfaction of the relevant drainage authority and an officer of the relevant drainage authority is entitled to watch and inspect the construction of such works.

(2) The undertaker must give to the relevant drainage authority—

- (a) not less than 14 days' notice in writing of its intention to commence construction of any specified work and any protective work; and
- (b) notice in writing of its completion not later than 7 days after the date on which it is completed.

(3) If the relevant drainage authority reasonably requires, the undertaker must construct all or part of the protective works so that they are in place prior to the construction of the specified work to which the protective works relate.

(4) If any part of a specified work or any protective work required by the relevant drainage authority is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the relevant drainage authority may by notice in writing require the undertaker at the undertaker's expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the relevant drainage authority in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to the reasonable satisfaction of the relevant drainage authority and to such extent and within such limits as the relevant drainage authority may reasonably require.

(5) Subject to sub-paragraph (6) and paragraph 10 if, within a reasonable period, being not less than 28 days beginning with the date when a notice under sub-paragraph (4) is served on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the relevant drainage authority may execute the works specified in the notice and any expenditure reasonably incurred by the relevant drainage authority in so doing is recoverable from the undertaker.

(6) In the event of any dispute as to whether sub-paragraph (4) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the relevant drainage authority must not except in the case of an emergency exercise the powers conferred by sub-paragraph (5) until the dispute has been finally determined in accordance with paragraph 11.

6.—(1) Subject to sub-paragraph (5) the undertaker must from the commencement of the construction of the specified works maintain in good repair and condition and free from obstruction any drainage work which is situated within the limits of deviation and on land held by the undertaker for the purposes of or in connection with the specified works and any protective work, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any such drainage work which the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the relevant drainage authority, the relevant drainage authority may by notice in writing require the undertaker to repair and restore the work, or any part of such work, or (if the undertaker so elects and the relevant drainage authority in writing consents, such consent not to be unreasonably withheld or delayed), to remove the specified work and any protective work and restore the site to its former condition, to such extent and within such limits as the relevant drainage authority reasonably requires.

(3) Subject to sub-paragraph (4) and paragraph 10, if, within a reasonable period, being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the reasonable requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the relevant drainage authority may do what is reasonably necessary for such compliance and any reasonable expenditure incurred by the relevant drainage authority in so doing is recoverable from the undertaker.

- (4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the relevant drainage authority must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph 11.
- (5) This paragraph does not apply to-
- (a) drainage works which are vested in the relevant drainage authority, or which the relevant drainage authority or another person is liable to maintain and is not prevented by the powers of the Order from doing so; and
 - (b) any obstruction of a drainage work for the purpose of a work or operation authorised by this Order and carried out in accordance with the provisions of this Part of this Schedule provided that any obstruction is removed as soon as reasonably practicable.
7. If by reason of the construction of any specified work and any protective work or of the failure of any such work the efficiency of any drainage work for flood defence purposes or land drainage is impaired, or the drainage work is otherwise damaged, the impairment or damage must be made good by the undertaker to the reasonable satisfaction of the relevant drainage authority and, if the undertaker fails to do so, the relevant drainage authority may make good the impairment or damage and recover from the undertaker the expense reasonably incurred by it in doing so.
8. If by reason of construction of the specified work the relevant drainage authority's access to land drainage infrastructure, flood defences or equipment maintained for flood defence purposes is materially obstructed, the undertaker must provide such alternative means of access that will allow the relevant drainage authority to maintain the land drainage infrastructure, flood defence or use the equipment no less effectively than was possible before the obstruction within 24 hours of or as soon as reasonably practicable after the undertaker becoming aware of such obstruction.
9. The undertaker must indemnify the relevant drainage authority in respect of costs, charges and expenses which the relevant drainage authority may reasonably incur by reason of—
- (a) the review, examination or approval of plans under this Part of this Schedule;
 - (b) the inspection of the proposed location of the specified work or any protective works and the construction of the specified work or any protective works required by the relevant drainage authority under this Part of this Schedule; or
 - (c) the carrying out of any surveys or tests by the relevant drainage authority which are reasonably required in connection with the construction of the specified works and any protective work.
- 10.—(1) Without limiting the other provisions of this Part of this Schedule, the undertaker must indemnify the relevant drainage authority in respect of all costs and losses, liabilities proceedings, damages, expenses, claims and demands not otherwise provided for in this Schedule which may be made or taken against, recovered from or incurred by the relevant drainage authority by reason of, or arising out of—
- (a) any damage to any drainage work so as to impair its efficiency for the purposes of flood defence;
 - (b) any raising or lowering of the water table in land adjoining the authorised development or any sewers, drains and watercourse; or
 - (c) any flooding or increased flooding of any such land that is caused by the construction, operation or maintenance of any specified works, the protective work or the failure of any such works comprised within them or by any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged upon the construction, operation or maintenance of the specified works and protective works or dealing with any failure of the specified works and protective work.
- (2) The relevant drainage authority must give to the undertaker reasonable notice of any such claim or demand, and must not settle or compromise a claim without the agreement of the undertaker and that agreement must not be unreasonably withheld or delayed.
- (3) The relevant drainage authority must take such steps as are reasonably practicable to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss to which the indemnity under sub-paragraph (1) applies.

(4) The fact that any work or thing may have been done by the undertaker in accordance with a plan approved or deemed approved by the relevant drainage authority, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from liability under this Part of this Schedule.

(5) Nothing in this paragraph imposes any liability on the undertaker with respect to any costs, charges, expenses, damages, claims, demands or losses to the extent that they are attributable to the neglect or default of the relevant drainage authority, its officers, servants, contractors or agents.

11. Any dispute arising between the undertaker and the relevant drainage authority under this Part of this Schedule, if the parties agree, must be determined by arbitration under article 39 (arbitration) but failing agreement must be determined by the Secretary of State for Environment, Food and Rural Affairs or its successor and the Secretary of State for Energy Security and Net Zero or its successor acting jointly on a reference to them by the undertaker or the relevant drainage authority, after notice in writing by one to the other.

**Welland and Deepings Internal Drainage Board
Deeping House
Welland Terrace
Spalding
Lincolnshire
PE11 2TD**

19 March 2025

Dear Sir/Madam

**Outer Dowsing Offshore Wind
Consent to Disapplication of Legislation**

As you will be aware from our recent discussions, the Development Consent Order ("**DCO**") for Outer Dowsing Offshore Wind ("**the Project**") seeks to disapply the following legislative provisions, which are relevant or potentially relevant to Welland and Deepings Internal Drainage Board (hereinafter referred to as "**the Drainage Authority**"), in relation to works carried out for the purpose of, or in connection with, the construction or maintenance of the Project:

- a) section 23 of the Land Drainage Act 1991 (prohibition of obstructions, etc. in watercourses); and
- b) the provisions of any byelaws made under section 66 of the Land Drainage Act 1991 (powers to make byelaws) that require consent or approval for the carrying out of the works.

We require the consent of the Drainage Authority to the disapplication of these statutory provisions and we are proposing protective measures in the DCO for the benefit of the Drainage Authority in order to secure that consent.

By signing and returning a copy of this letter the Drainage Authority confirms that:

- a) it gives its consent under section 150 of the Planning Act 2008 to the disapplication of the legislation listed above in so far as the Drainage Authority would otherwise be required to grant consent under the provisions, and that the consent of the Drainage Authority is subject to the Protective Provisions contained in Part 5 of Schedule 18 of the DCO; and
- b) it withdraws all representations in relation to the Project and this letter may be provided to the Examining Authority as evidence that our representations have been withdrawn.

The Protective Provisions included in Part 5 of Schedule 18 of the draft DCO are appended to this letter. Should any substantive changes be made to this version of the Protective Provisions prior to submission of the application, we shall inform you of those changes.

Yours sincerely,


**Onshore Consents Manager
Outer Dowsing Offshore Wind**

On behalf of the Drainage Authority, I confirm that the Drainage Authority consents under section 150 of the Planning Act 2008 to the disapplication of the legislation listed above subject to the Protective Provisions contained in Part 5 of Schedule 18 of the Outer Dowsing Offshore Wind Farm Order.

.....
Duly authorised for the Drainage Authority

.....
Print Name

.....
Date

21/4/25

PART 1

Protection for the drainage authorities

1. The provisions of this Part of this Schedule have effect for the protection of a drainage authority unless otherwise agreed in writing between the undertaker and the drainage authority.

2. In this Part of this Schedule—

“construction” includes execution, placing, altering, replacing, relaying and removal and excavation; and “construct” and “constructed” must be constructed accordingly;

“drainage authority” means in relation to an ordinary watercourse, the drainage board concerned within the meaning of section 23 (prohibitions of obstructions etc in watercourses) of the Land Drainage Act 1991;

“drainage work” means any ordinary watercourse and includes any land that provides or is expected to provide flood storage capacity for any watercourse and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage or flood defence;

“ordinary watercourse” has the meaning given in section 72 (interpretation) of the Land Drainage Act 1991;

“plans” includes plans, sections, elevations, drawings, specifications, calculations and method statements;

“specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within 9 metres of a drainage work or is otherwise likely to—

- (a) affect any drainage work or the total volume or volumetric rate of flow of water in or flowing to or from any drainage work;
- (b) affect the flow of water in any ordinary watercourse or other surface waters;
- (c) restrict access to ordinary watercourses;
- (d) restrict the ability of the relevant drainage authority to spread spoils arising from ordinary watercourses within 9 metres of the landward toe of either side of the banks of the watercourse
- (e) affect the conservation, distribution or use of water resources.

3.—(1) Before beginning to construct any specified work, the undertaker must submit to the relevant drainage authority plans of the specified work and any such further particulars available to it as the relevant drainage authority may within 28 days of the submission of the plans reasonably require.

(2) The undertaker must not commence construction of the specified work until approval, unconditionally or conditionally, has been given as provided in this paragraph.

(3) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the relevant drainage authority, or determined under paragraph 11.

(4) Any approval of the relevant drainage authority required under this paragraph—

- (a) must not be unreasonably withheld or delayed;
- (b) is deemed to have been given if it is neither given nor refused within 56 days of the submission of the plans for approval or submission of further particulars (where required by the relevant drainage authority under sub-paragraph (1)) whichever is the later; and
- (c) may be given subject to such reasonable requirements as the relevant drainage authority may make for the protection of any drainage work, or for the prevention of flooding or pollution or discharge of its environmental functions.

(5) Any refusal under this paragraph must be accompanied by a statement of the grounds of refusal.

4. Without limiting paragraph 3, the requirements which the relevant drainage authority may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, before or during the construction of the specified works (including

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the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

- (a) to safeguard any drainage work against damage; or
- (b) to secure that the efficiency of any drainage work for flood defence and land drainage purposes is not impaired and that the risk of flooding is not otherwise increased,

by reason of any specified work.

5.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the relevant drainage authority under paragraph 4 must be constructed—

- (a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part of this Schedule; and
- (b) to the reasonable satisfaction of the relevant drainage authority

and an officer of the relevant drainage authority is entitled to watch and inspect the construction of such works.

(2) The undertaker must give to the relevant drainage authority—

- (a) not less than 14 days' notice in writing of its intention to commence construction of any specified work and any protective work; and
- (b) notice in writing of its completion not later than 7 days after the date on which it is completed.

(3) If the relevant drainage authority reasonably requires, the undertaker must construct all or part of the protective works so that they are in place prior to the construction of the specified work to which the protective works relate.

(4) If any part of a specified work or any protective work required by the relevant drainage authority is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the relevant drainage authority may by notice in writing require the undertaker at the undertaker's expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the relevant drainage authority in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to the reasonable satisfaction of the relevant drainage authority and to such extent and within such limits as the relevant drainage authority may reasonably require.

(5) Subject to sub-paragraph (6) and paragraph 10 if, within a reasonable period, being not less than 28 days beginning with the date when a notice under sub-paragraph (4) is served on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the relevant drainage authority may execute the works specified in the notice and any expenditure reasonably incurred by the relevant drainage authority in so doing is recoverable from the undertaker.

(6) In the event of any dispute as to whether sub-paragraph (4) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the relevant drainage authority must not except in the case of an emergency exercise the powers conferred by sub-paragraph (5) until the dispute has been finally determined in accordance with paragraph 11.

6.—(1) Subject to sub-paragraph (5) the undertaker must from the commencement of the construction of the specified works maintain in good repair and condition and free from obstruction any drainage work which is situated within the limits of deviation and on land held by the undertaker for the purposes of or in connection with the specified works and any protective work, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any such drainage work which the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the relevant drainage authority, the relevant drainage authority may by notice in writing require the undertaker to repair and restore the work, or any part of such work, or (if the undertaker so elects and the relevant drainage authority in writing consents, such consent not to be unreasonably withheld or delayed), to remove the specified work and any protective work and restore the site to its former condition, to such extent and within such limits as the relevant drainage authority reasonably requires.

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(3) Subject to sub-paragraph (4) and paragraph 10, if, within a reasonable period, being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the reasonable requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the relevant drainage authority may do what is reasonably necessary for such compliance and any reasonable expenditure incurred by the relevant drainage authority in so doing is recoverable from the undertaker.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the relevant drainage authority must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph 11.

(5) This paragraph does not apply to-

- (a) drainage works which are vested in the relevant drainage authority, or which the relevant drainage authority or another person is liable to maintain and is not prevented by the powers of the Order from doing so; and
- (b) any obstruction of a drainage work for the purpose of a work or operation authorised by this Order and carried out in accordance with the provisions of this Part of this Schedule provided that any obstruction is removed as soon as reasonably practicable.

7. If by reason of the construction of any specified work and any protective work or of the failure of any such work the efficiency of any drainage work for flood defence purposes or land drainage is impaired, or the drainage work is otherwise damaged, the impairment or damage must be made good by the undertaker to the reasonable satisfaction of the relevant drainage authority and, if the undertaker fails to do so, the relevant drainage authority may make good the impairment or damage and recover from the undertaker the expense reasonably incurred by it in doing so.

8. If by reason of construction of the specified work the relevant drainage authority's access to land drainage infrastructure, flood defences or equipment maintained for flood defence purposes is materially obstructed, the undertaker must provide such alternative means of access that will allow the relevant drainage authority to maintain the land drainage infrastructure, flood defence or use the equipment no less effectively than was possible before the obstruction within 24 hours of or as soon as reasonably practicable after the undertaker becoming aware of such obstruction.

9. The undertaker must indemnify the relevant drainage authority in respect of costs, charges and expenses which the relevant drainage authority may reasonably incur by reason of—

- (a) the review, examination or approval of plans under this Part of this Schedule;
- (b) the inspection of the proposed location of the specified work or any protective works and the construction of the specified work or any protective works required by the relevant drainage authority under this Part of this Schedule; or
- (c) the carrying out of any surveys or tests by the relevant drainage authority which are reasonably required in connection with the construction of the specified works and any protective work.

10.—(1) Without limiting the other provisions of this Part of this Schedule, the undertaker must indemnify the relevant drainage authority in respect of all costs and losses, liabilities proceedings, damages, expenses, claims and demands not otherwise provided for in this Schedule which may be made or taken against, recovered from or incurred by the relevant drainage authority by reason of, or arising out of—

- (a) any damage to any drainage work so as to impair its efficiency for the purposes of flood defence;
- (b) any raising or lowering of the water table in land adjoining the authorised development or any sewers, drains and watercourse; or
- (c) any flooding or increased flooding of any such land

that is caused by the construction, operation or maintenance of any specified works, the protective work or the failure of any such works comprised within them or by any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged upon the construction, operation or maintenance of the specified works and protective works or dealing with any failure of the specified works and protective work.

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(2) The relevant drainage authority must give to the undertaker reasonable notice of any such claim or demand, and must not settle or compromise a claim without the agreement of the undertaker and that agreement must not be unreasonably withheld or delayed.

(3) The relevant drainage authority must take such steps as are reasonably practicable to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss to which the indemnity under sub-paragraph (1) applies.

(4) The fact that any work or thing may have been done by the undertaker in accordance with a plan approved or deemed approved by the relevant drainage authority, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from liability under this Part of this Schedule.

(5) Nothing in this paragraph imposes any liability on the undertaker with respect to any costs, charges, expenses, damages, claims, demands or losses to the extent that they are attributable to the neglect or default of the relevant drainage authority, its officers, servants, contractors or agents.

11. Any dispute arising between the undertaker and the relevant drainage authority under this Part of this Schedule, if the parties agree, must be determined by arbitration under article 39 (arbitration) but failing agreement must be determined by the Secretary of State for Environment, Food and Rural Affairs or its successor and the Secretary of State for Energy Security and Net Zero or its successor acting jointly on a reference to them by the undertaker or the relevant drainage authority, after notice in writing by one to the other.

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**Witham Fourth District Internal Drainage Board
47 Norfolk Street
Boston
Lincs
PE21 6PP**

19 March 2025

Dear Sir/Madam

**Outer Dowsing Offshore Wind
Consent to Disapplication of Legislation**

As you will be aware from our recent discussions, the Development Consent Order (“**DCO**”) for Outer Dowsing Offshore Wind (“**the Project**”) seeks to disapply the following legislative provisions, which are relevant or potentially relevant to Witham Fourth District Internal Drainage Board (hereinafter referred to as “**the Drainage Authority**”), in relation to works carried out for the purpose of, or in connection with, the construction or maintenance of the Project:

- a) section 23 of the Land Drainage Act 1991 (prohibition of obstructions, etc. in watercourses); and
- b) the provisions of any byelaws made under section 66 of the Land Drainage Act 1991 (powers to make byelaws) that require consent or approval for the carrying out of the works.

We require the consent of the Drainage Authority to the disapplication of these statutory provisions and we are proposing protective measures in the DCO for the benefit of the Drainage Authority in order to secure that consent.


By signing and returning a copy of this letter the Drainage Authority confirms that:

- a) it gives its consent under section 150 of the Planning Act 2008 to the disapplication of the legislation listed above in so far as the Drainage Authority would otherwise be required to grant consent under the provisions, and that the consent of the Drainage Authority is subject to the Protective Provisions contained in Part 5 of Schedule 18 of the DCO; and
- b) it withdraws all representations in relation to the Project and this letter may be provided to the Examining Authority as evidence that our representations have been withdrawn.

The Protective Provisions included in Part 5 of Schedule 18 of the draft DCO are appended to this letter. Should any substantive changes be made to this version of the Protective Provisions prior to submission of the application, we shall inform you of those changes.

Yours sincerely,

~


**Onshore Consents Manager
Outer Dowsing Offshore Wind**

On behalf of the Drainage Authority, I confirm that the Drainage Authority consents under section 150 of the Planning Act 2008 to the disapplication of the legislation listed above subject to the Protective Provisions contained in Part 5 of Schedule 18 of the Outer Dowsing Offshore Wind Farm Order.



.....
Duly authorised for the Drainage Authority

.....
Print Name

.....
Date

Appendix 1 – Protective Provisions from DCO for the protection of drainage authorities

PART 1

Protection for the drainage authorities

1. The provisions of this Part of this Schedule have effect for the protection of a drainage authority unless otherwise agreed in writing between the undertaker and the drainage authority.

2. In this Part of this Schedule—

“construction” includes execution, placing, altering, replacing, relaying and removal and excavation; and “construct” and “constructed” must be constructed accordingly;

“drainage authority” means in relation to an ordinary watercourse, the drainage board concerned within the meaning of section 23 (prohibitions of obstructions etc in watercourses) of the Land Drainage Act 1991;

“drainage work” means any ordinary watercourse and includes any land that provides or is expected to provide flood storage capacity for any watercourse and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage or flood defence;

“ordinary watercourse” has the meaning given in section 72 (interpretation) of the Land Drainage Act 1991;

“plans” includes plans, sections, elevations, drawings, specifications, calculations and method statements;

“specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within 9 metres of a drainage work or is otherwise likely to—

- (a) affect any drainage work or the total volume or volumetric rate of flow of water in or flowing to or from any drainage work;
- (b) affect the flow of water in any ordinary watercourse or other surface waters;
- (c) restrict access to ordinary watercourses;
- (d) restrict the ability of the relevant drainage authority to spread spoils arising from ordinary watercourses within 9 metres of the landward toe of either side of the banks of the watercourse
- (e) affect the conservation, distribution or use of water resources.

3.—(1) Before beginning to construct any specified work, the undertaker must submit to the relevant drainage authority plans of the specified work and any such further particulars available to it as the relevant drainage authority may within 28 days of the submission of the plans reasonably require.

(2) The undertaker must not commence construction of the specified work until approval, unconditionally or conditionally, has been given as provided in this paragraph.

(3) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the relevant drainage authority, or determined under paragraph 11.

(4) Any approval of the relevant drainage authority required under this paragraph—

- (a) must not be unreasonably withheld or delayed;
- (b) is deemed to have been given if it is neither given nor refused within 56 days of the submission of the plans for approval or submission of further particulars (where required by the relevant drainage authority under sub-paragraph (1)) whichever is the later; and
- (c) may be given subject to such reasonable requirements as the relevant drainage authority may make for the protection of any drainage work, or for the prevention of flooding or pollution or discharge of its environmental functions.

(5) Any refusal under this paragraph must be accompanied by a statement of the grounds of refusal.

4. Without limiting paragraph 3, the requirements which the relevant drainage authority may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, before or during the construction of the specified works (including

the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

- (a) to safeguard any drainage work against damage; or
- (b) to secure that the efficiency of any drainage work for flood defence and land drainage purposes is not impaired and that the risk of flooding is not otherwise increased,

by reason of any specified work.

5.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the relevant drainage authority under paragraph 4 must be constructed—

- (a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part of this Schedule; and
- (b) to the reasonable satisfaction of the relevant drainage authority

and an officer of the relevant drainage authority is entitled to watch and inspect the construction of such works.

(2) The undertaker must give to the relevant drainage authority—

- (a) not less than 14 days' notice in writing of its intention to commence construction of any specified work and any protective work; and
- (b) notice in writing of its completion not later than 7 days after the date on which it is completed.

(3) If the relevant drainage authority reasonably requires, the undertaker must construct all or part of the protective works so that they are in place prior to the construction of the specified work to which the protective works relate.

(4) If any part of a specified work or any protective work required by the relevant drainage authority is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the relevant drainage authority may by notice in writing require the undertaker at the undertaker's expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the relevant drainage authority in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to the reasonable satisfaction of the relevant drainage authority and to such extent and within such limits as the relevant drainage authority may reasonably require.

(5) Subject to sub-paragraph (6) and paragraph 10 if, within a reasonable period, being not less than 28 days beginning with the date when a notice under sub-paragraph (4) is served on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the relevant drainage authority may execute the works specified in the notice and any expenditure reasonably incurred by the relevant drainage authority in so doing is recoverable from the undertaker.

(6) In the event of any dispute as to whether sub-paragraph (4) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the relevant drainage authority must not except in the case of an emergency exercise the powers conferred by sub-paragraph (5) until the dispute has been finally determined in accordance with paragraph 11.

6.—(1) Subject to sub-paragraph (5) the undertaker must from the commencement of the construction of the specified works maintain in good repair and condition and free from obstruction any drainage work which is situated within the limits of deviation and on land held by the undertaker for the purposes of or in connection with the specified works and any protective work, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any such drainage work which the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the relevant drainage authority, the relevant drainage authority may by notice in writing require the undertaker to repair and restore the work, or any part of such work, or (if the undertaker so elects and the relevant drainage authority in writing consents, such consent not to be unreasonably withheld or delayed), to remove the specified work and any protective work and restore the site to its former condition, to such extent and within such limits as the relevant drainage authority reasonably requires.

(3) Subject to sub-paragraph (4) and paragraph 10, if, within a reasonable period, being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the reasonable requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the relevant drainage authority may do what is reasonably necessary for such compliance and any reasonable expenditure incurred by the relevant drainage authority in so doing is recoverable from the undertaker.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the relevant drainage authority must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph 11.

(5) This paragraph does not apply to-

- (a) drainage works which are vested in the relevant drainage authority, or which the relevant drainage authority or another person is liable to maintain and is not prevented by the powers of the Order from doing so; and
- (b) any obstruction of a drainage work for the purpose of a work or operation authorised by this Order and carried out in accordance with the provisions of this Part of this Schedule provided that any obstruction is removed as soon as reasonably practicable.

7. If by reason of the construction of any specified work and any protective work or of the failure of any such work the efficiency of any drainage work for flood defence purposes or land drainage is impaired, or the drainage work is otherwise damaged, the impairment or damage must be made good by the undertaker to the reasonable satisfaction of the relevant drainage authority and, if the undertaker fails to do so, the relevant drainage authority may make good the impairment or damage and recover from the undertaker the expense reasonably incurred by it in doing so.

8. If by reason of construction of the specified work the relevant drainage authority's access to land drainage infrastructure, flood defences or equipment maintained for flood defence purposes is materially obstructed, the undertaker must provide such alternative means of access that will allow the relevant drainage authority to maintain the land drainage infrastructure, flood defence or use the equipment no less effectively than was possible before the obstruction within 24 hours of or as soon as reasonably practicable after the undertaker becoming aware of such obstruction.

9. The undertaker must indemnify the relevant drainage authority in respect of costs, charges and expenses which the relevant drainage authority may reasonably incur by reason of—

- (a) the review, examination or approval of plans under this Part of this Schedule;
- (b) the inspection of the proposed location of the specified work or any protective works and the construction of the specified work or any protective works required by the relevant drainage authority under this Part of this Schedule; or
- (c) the carrying out of any surveys or tests by the relevant drainage authority which are reasonably required in connection with the construction of the specified works and any protective work.

10.—(1) Without limiting the other provisions of this Part of this Schedule, the undertaker must indemnify the relevant drainage authority in respect of all costs and losses, liabilities proceedings, damages, expenses, claims and demands not otherwise provided for in this Schedule which may be made or taken against, recovered from or incurred by the relevant drainage authority by reason of, or arising out of—

- (a) any damage to any drainage work so as to impair its efficiency for the purposes of flood defence;
- (b) any raising or lowering of the water table in land adjoining the authorised development or any sewers, drains and watercourse; or
- (c) any flooding or increased flooding of any such land

that is caused by the construction, operation or maintenance of any specified works, the protective work or the failure of any such works comprised within them or by any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged upon the construction, operation or maintenance of the specified works and protective works or dealing with any failure of the specified works and protective work.

(2) The relevant drainage authority must give to the undertaker reasonable notice of any such claim or demand, and must not settle or compromise a claim without the agreement of the undertaker and that agreement must not be unreasonably withheld or delayed.

(3) The relevant drainage authority must take such steps as are reasonably practicable to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss to which the indemnity under sub-paragraph (1) applies.

(4) The fact that any work or thing may have been done by the undertaker in accordance with a plan approved or deemed approved by the relevant drainage authority, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from liability under this Part of this Schedule.

(5) Nothing in this paragraph imposes any liability on the undertaker with respect to any costs, charges, expenses, damages, claims, demands or losses to the extent that they are attributable to the neglect or default of the relevant drainage authority, its officers, servants, contractors or agents.

11. Any dispute arising between the undertaker and the relevant drainage authority under this Part of this Schedule, if the parties agree, must be determined by arbitration under article 39 (arbitration) but failing agreement must be determined by the Secretary of State for Environment, Food and Rural Affairs or its successor and the Secretary of State for Energy Security and Net Zero or its successor acting jointly on a reference to them by the undertaker or the relevant drainage authority, after notice in writing by one to the other.