



For the attention of John Wheadon  
Head of Energy Infrastructure Planning Delivery  
Department of Energy Security & Net Zero  
3-8 Whitehall Place  
London  
SW1A 2AW

09 September 2025

Dear Sirs,

**Subject: Outer Dowsing Offshore Wind (EN010130) – Request for Information dated 12<sup>th</sup> August 2025**

This submission is made by the Equinor IPs in order to draw the Secretary of State's attention to matters arising since the close of the examination and that are relevant to points made in their final submission to the examination on the subject of wake effects<sup>1</sup>.

Whilst the Equinor IPs acknowledge that the Secretary of State did not expressly solicit this submission in his letter dated 12 August 2025, they consider that it will assist the Secretary of State to understand the Equinor IPs position in the light of the recent decisions by the Secretary of State to grant development consent for the Mona Offshore Wind Farm<sup>2</sup> and the Morgan Offshore Wind Farm<sup>3</sup>. The Equinor IPs regard these decisions as important and relevant considerations for the Secretary of State in reaching his determination on the issue of wake effects in the current application.

In particular, and as argued by the Equinor IPs, both decisions unequivocally confirm that other offshore wind farms fall within the scope of "other offshore infrastructure" for the purposes of National Policy Statement EN-3<sup>4</sup> and specifically that the consideration of impacts on such infrastructure arising from wake effects caused by proposed offshore wind farms is a matter which engages the relevant sections of the NPS which mandate the assessment and consideration of effects on such infrastructure.<sup>5</sup>

The Mona Decision Letter then further endorses the Equinor IPs position<sup>6</sup> that the issue is one which warrants protection within the terms of the DCO, given the position adopted by the Mona Applicant and the evidence

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<sup>1</sup> REP6-143  
<sup>2</sup> The Mona Offshore Wind Farm Order 2025  
<sup>3</sup> The Morgan Offshore Wind Project Generation Assets Order 2025  
<sup>4</sup> See Mona DL para 4.76; Morgan DL para 4.162  
<sup>5</sup> See Mona DL para 4.75; Morgan DL para 4.161  
<sup>6</sup> See REP6-143 section 3.2

submitted to the examination which resulted in the Secretary of State modifying the made Order to include requirement 29.<sup>7</sup>

The Equinor IP's note that the current situation in the Outer Dowsing application is analogous to that set out in the Mona and Morgan Decision Letters. Consequently, the established legal principle of consistency in decision making would oblige the Secretary of State to adopt a similar approach in determining the Outer Dowsing application<sup>8</sup>:

- The Applicant's position is that the issue is not engaged by the NPS. As noted above, that position has now been comprehensively dismissed by the Secretary of State.
- No substantive attempt was made by the Applicant in the formulation of the project to engage with the Equinor IPs to discuss how the impact identified in the assessments submitted might be addressed or mitigated to enable successful co-existence between projects<sup>9</sup>.
- The Secretary of State's criticism that "*the Applicant undertook very little meaningful engagement with the parties on the question of wake effects at the pre-application stage*"<sup>10</sup> leading the Secretary of State to consider "*that the Applicant's approach has not allowed the issue of mitigation to be satisfactorily considered.*" equally applies.
- The evidence submitted to the examination<sup>11</sup> acknowledges that there will be wake effects caused to the Equinor IPs assets. In the Mona Decision, the Secretary of State accepted that where "*there will be wake effect impacts from the Proposed Development on existing operational offshore infrastructure, noting that precise figures for the impact cannot be established... this will have a financial impact on Ørsted IPs and that this impact may be of some relevance to future decisions in relation to their assets.*"<sup>12</sup> This reasoning led the Secretary of State to modify the DCO to include requirement 29.

The same rationale supports the Equinor IPs position that the Outer Dowsing Order should be modified to provide protection to their assets. The Secretary of State will note that for the reasons set out in REP6-143<sup>13</sup> they consider it appropriate and preferable to do so through the terms of their proposed protective provisions rather than by requirement. The Equinor IPs note that the Secretary of State did not have any proposals for protective provisions before him when modifying the Mona and Morgan Orders, and in such circumstances it would not have been appropriate for the Secretary of State to unilaterally modify the Orders to impose protective provisions. The Equinor IP's do not therefore consider that the Mona and Morgan decisions affect its rationale in support of protective provisions set out in its previous submissions.

However, since the close of the Outer Dowsing examination, similar concerns have been raised in the Dogger Bank South examination in respect of the impact of that project upon assets in which Equinor holds an interest<sup>14</sup> and for which it is also seeking protection via protective provisions. During the course of that examination, the drafting of the protective provisions has evolved further. In order to ensure consistency of

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<sup>7</sup> Ultimately the Secretary of State did not need to reach a conclusion on whether to modify the Morgan DCO as the Orsted IPs withdrew their objection prior to determination of the application on the basis that an agreement to address their issues had been concluded with the Applicant. See Morgan DL 4.172 – 4.174.

<sup>8</sup> North Wiltshire DC v Secretary of State for the Environment (1993) 65 P. & C.R. 137

<sup>9</sup> See REP6-143 para 38

<sup>10</sup> Mona DL para 4.86;

<sup>11</sup> REP6-143 sections 4 and 5

<sup>12</sup> Mona DL paras 4.82 and 4.83; Morgan DL paras 4.168 and 4.169

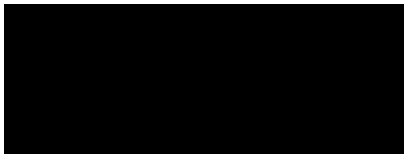
<sup>13</sup> REP6-143 paras 44-45 and section 6

<sup>14</sup> Equinor holds an interest by virtue of being a shareholder in the DB Projcos

approach across all projects (which the Equinor IP's consider would be helpful) the Equinor IPs have enclosed at Appendix 1 updated protective provisions which are consistent with the approach submitted to the Dogger Bank South examination and notes that it would be content for the Secretary of State to adopt these in preference to the protective provisions that it submitted at Deadline 6.

The Equinor IPs consider that the updated protective provisions provide a clearer process under the control of the Applicant and the Equinor IPs involving the appointment of joint experts without the need for the Secretary of State to become the arbiter of matters of technical detail. Alternatively the process allows for the issue to be addressed via the conclusion of a separate wake loss agreement.

Yours faithfully,

A large black rectangular redaction box covering the signature area.

Sarah Chandler, Head of Consenting Europe  
Equinor New Energy Limited

**Appendix 1 – Protective Provisions for the protection of Equinor Electricity Undertakers**

## FOR THE PROTECTION OF EQUINOR ELECTRICITY UNDERTAKERS

### Application

1. The provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and the relevant Equinor Electricity Undertakers.

### Interpretation

2. In this Part of this Schedule:

“AEP” means annual energy production;

“authorised scheme” means Works Nos. 1, 2, 4 and 8 described in Part 1 of Schedule 1 to the Order or any part of that work;

“Co-operation Agreement” means an agreement setting out the terms on which the authorised scheme, the Sheringham Shoal Extension Project and the Dudgeon Extension Project will co-operate in relation to the construction and operation of the same in proximity to each other;

“Dudgeon Extension Project” means the proposed offshore wind farm as defined in The Sheringham Shoal and Dudgeon Extensions Offshore Windfarm Order 2024;

“Dudgeon Offshore Wind Farm” means the 402 MW offshore wind farm located 32 kilometres off the North Norfolk Coast in the Southern North Sea ;

“MW” means megawatts;

“Proximity Agreement” means an agreement setting out the technical and commercial terms governing the interaction between the authorised scheme, the Sheringham Shoal Extension Project and the Dudgeon Extension Project;

“relevant Equinor Electricity Undertakers” means, together, separately or in any combination:

(a) Scira Offshore Energy Limited;

(b) Dudgeon Offshore Wind Limited;

(c) Scira Extension Limited;

(d) Dudgeon Extension Limited;

(e) an undertaker as defined in article 2 of the Sheringham Shoal and Dudgeon Extensions Offshore Windfarm Order 2024 or any transferee;

(f) a transferee of the benefit of the Sheringham Shoal and Dudgeon Extensions Offshore Windfarm Order 2024 under article 5 of that Order;

(g) the licensed operator of the Dudgeon Offshore Wind Farm;

(h) the licensed operator of the Sheringham Shoal Offshore Wind Farm;

“relevant project” means, together, separately or in any combination, the Dudgeon Offshore Wind Farm; the Dudgeon Extension Project; the Sheringham Shoal Offshore Windfarm and the Sheringham Shoal Extension Project;

“Sheringham Shoal Extension Project” means the proposed offshore wind farm as defined in The Sheringham Shoal and Dudgeon Extension Offshore Windfarm Order 2024;

“Sheringham Shoal Offshore Wind Farm” means the 317 MW offshore wind farm located approximately 20 kilometres off the North Norfolk Coast in the Southern North Sea;

“Wake Loss” means the total modelled impact of the reduction in AEP at a relevant project as a result of wake impacts from the authorised scheme;

“Wake Loss Agreement” means an agreement between the undertaker and the relevant Equinor Electricity Undertaker to address the impacts of Wake Loss caused by the authorised scheme in respect of the relevant project;

“Wake Loss Assessment” means an assessment of the Wake Loss on the relevant project caused by the authorised scheme that is commissioned and agreed between the undertaker and the relevant Equinor Electricity Undertaker pursuant to paragraph 4(1);

“Wake Loss Mitigation Scheme” means a scheme agreed between the undertaker and the relevant Equinor Electricity Undertaker, or in the absence of such agreement, determined by an independent third party expert appointed under paragraph 4, to provide mitigation in accordance with paragraph 4(2); and

“wind turbine generator” has the meaning defined at article 2(1).

#### Mitigation

3. The undertaker may enter into a Wake Loss Agreement with each relevant Equinor Electricity Undertaker in respect of its relevant project. If a Wake Loss Agreement has been entered into and remains in force with a relevant Equinor Electricity Undertaker, then paragraphs 4 to 8 of this Part of this Schedule will not apply in respect of the relevant project.
4. (1) No less than one year prior to first installation of a wind turbine generator, the undertaker and the relevant Equinor Electricity Undertaker shall agree the appointment of one or more independent third party experts to undertake a Wake Loss Assessment, which shall:
  - (a) take account of any design, technical or operational mitigations that have been, or that will be, implemented in the final design of the authorised scheme to reduce Wake Loss; and
  - (b) determine the Wake Loss in respect of each relevant project.(2) No less than six months prior to first installation of a wind turbine generator, the undertaker and the relevant Equinor Electricity Undertaker shall agree the Wake Loss Mitigation Scheme, which shall include, but not be limited to:
  - (a) provisions that secure the implementation of any design, technical or operational mitigations referred to in sub-paragraph (1)(a);
  - (b) the mechanism for quantifying any financial loss caused to each relevant project as a consequence of the Wake Loss identified in the Wake Loss Assessment;
  - (c) any financial loss per annum caused to each relevant project; and
  - (d) the payment mechanism and timescales for mitigating such financial loss.(3) In the absence of agreement under sub-paragraph (2), the undertaker and the relevant Equinor Electricity Undertaker shall (without unreasonable delay) agree the appointment of an independent third party expert to approve or determine such Wake Loss Mitigation Scheme. That expert shall not approve or determine such Wake Loss Mitigation Scheme without first consulting with the undertaker and the relevant Equinor Electricity Undertaker and taking into account any written representations made by the undertaker and the relevant Equinor Electricity Undertaker provided that any written representations are provided to that expert by the undertaker and the relevant Equinor Electricity Undertaker within 40 working days.

5. The Wake Loss Mitigation Scheme must be implemented as approved for the lifetime of the authorised scheme.
6. In the event that a relevant project ceases to be operational earlier than accounted for in the Wake Loss Assessment and the Wake Loss Mitigation Scheme, the obligation under paragraph 5 in respect of that relevant project shall no longer be in effect.
7.
  - (1) The undertaker must not commence installation of any wind turbine generator unless a guarantee or alternative form of security in respect of the total liabilities of the undertaker under the Wake Loss Mitigation Scheme is in place.
  - (2) The form of guarantee or security referred to in sub-paragraph (1), and the amount guaranteed or secured, must be approved by the relevant Equinor Electricity Undertaker (such approval not to be unreasonably withheld) and deposited with the Secretary of State.
  - (3) A guarantee or other security in accordance with this paragraph 7 that guarantees or secures the undertaker's payment to mitigate the effects of Wake Loss in accordance with the relevant Wake Loss Mitigation Scheme is to be treated as enforceable against the guarantor or provider of security by any person to whom such mitigation is properly payable and must be in such a form as to be capable of enforcement by such a person.
8. Paragraphs 4 to 7 of this Part of this Schedule shall cease to have effect if a national scheme for assessment and compensation and/or mitigation of Wake Loss effects prescribing a scale for calculation of Wake Loss impacts and a mechanism for the payment of any compensation caused by such Wake Loss impacts has legal effect provided that:
  - (a) the authorised scheme and the relevant project are within the scope of the relevant national scheme;
  - (b) the undertaker has complied with the requirements of the relevant national scheme; and
  - (c) the undertaker and the relevant Equinor Electricity Undertaker, following review of any such national scheme and acting reasonably, agree to paragraphs 4 to 7 ceasing to have effect.

#### Co-Operation and Proximity Agreement

9. Either prior to:
  - (a) the date 6 months following the making of the Order; or
  - (b) commencement of the authorised scheme,whichever is earlier, the undertaker will enter into the Co-operation Agreement with the relevant Equinor Electricity Undertaker unless otherwise agreed in writing.
10. Prior to commencement of the authorised scheme, the undertaker will enter into the Proximity Agreement with the relevant Equinor Electricity Undertaker, unless otherwise agreed in writing.

#### Disputes

11. Any difference under the provisions of this Part of this Schedule must be, unless otherwise agreed in writing between the undertaker and the relevant Equinor Electricity Undertaker, determined by arbitration in accordance with article 39 (arbitration).