

Ørsted IPs' – Response to Rfls

Introduction

This submission is made on behalf of Hornsea 1 Limited, the collective of Breesea Limited, Soundmark Wind Limited, Sonningmay Limited and Optimus Wind Limited (together, the “**Hornsea 2 Companies**”), Orsted Hornsea Project Three (UK) Limited, Orsted Hornsea Project Four Limited, Lincs Wind Farm Limited, Westermost Rough Limited and Race Bank Wind Farm Limited (together or in any combination, the “**Ørsted IPs**”).

The Ørsted IPs note that the Secretary of State has issued two Requests for Information since the Ørsted IPs' most recent submission [C1-003]. The first of these is dated 6 October 2025 (the “**First Rfl**”) and the second was dated 10 October 2025 before being corrected on 21 October 2025 (the “**Second Rfl**”).

This submission comprises the Ørsted IPs' combined response to both the First Rfl and the Second Rfl, and is therefore submitted before the deadline for responses to the First Rfl (5 November 2025). This submission responds to the First Rfl and the Second Rfl in turn; however, the Ørsted IPs maintain at the outset (for the reasons set out in the examination of the Outer Dowsing Offshore Wind Project (the “**Outer Dowsing Project**”), particularly as summarised in the Ørsted IPs' Closing Submissions [REP6-135] and in the Ørsted IPs' most recent submission [C1-003]) that the protective provisions for the benefit of the Ørsted IPs (as updated in Appendix 1 of [C1-003] and particularly for those Ørsted IPs that continue to hold objections to the Outer Dowsing Project in relation to wake loss – namely, Hornsea 1 Limited, the Hornsea 2 Companies and Race Bank Wind Farm Limited) should be included on the face of the Development Consent Order (“**DCO**”) for the Outer Dowsing Project in order to afford the Ørsted IPs necessary and proportionate protection. The proposed provisions represent a fair, proportionate and policy-compliant mechanism (particularly in relation to the paragraphs of the National Policy Statement for Renewable Energy Infrastructure (“**NPS EN-3**”) that are referenced in the Ørsted IPs' Closing Submissions [REP6-135], including paragraph 2.8.347, which the Applicant has not complied with) to protect existing infrastructure, maintain investor confidence and uphold the integrity of the UK's offshore-wind framework.

First Rfl

The First Rfl invites all Interested Parties to comment on the information provided in response to the Secretary of State's Rfl dated 12 August 2025.

The Ørsted IPs note the Applicant's response to that Rfl [C1-049] and wish to comment on the information provided by the Applicant in that document relating to paragraph 13 (across pages 17-18). The Ørsted IPs have extracted this information below, for ease of reference.

“The Applicant has been negotiating a proximity agreement with the Ørsted IP's in relation to Lincs Wind Farm, to be subsequently used in relation Race Bank Wind Farm once agreed, in respect of the Project's proximity to Lincs Wind Farm and Race Bank Wind Farm's boundaries. Given the level of detail involved in a proximity agreement, these are typically entered into post-consent once detailed design has been completed and a final construction methodology confirmed. The Applicant has been engaging with its engineers to consider the detail which the Ørsted IP's have been proposing and if/how this can be incorporated at this stage of the Project's development. The Applicant will continue to engage in constructive discussions on this with Lincs Wind Farm Limited and Race Bank Wind Farm Limited.”

At Deadline 6, in order to provide comfort to Lincs Wind Farm Limited and Race Bank Wind Farm Limited, the Applicant included a set of protective provisions for the protection of Lincs Wind Farm Limited and Race Bank Wind Farm Limited respectively in Schedule 18, Parts 13 and 14 of the draft DCO (REP6-008).

The protective provisions proposed by the Applicant provide Lincs Wind Farm Limited and Race Bank Wind Farm Limited with sufficient protection and assurance that coexistence can operate effectively, whether a proximity agreement is concluded or not, by way of provisions to control works within each Interested Party's "control area", being an area within a distance of 250 metres extending outwards from the boundary for the relevant wind farm as shown coloured green on the Lincs Protective Provisions Plan (REP6-117) and the Race Bank Protective Provisions Plan (REP6-118) respectively. The approval mechanism set out in the protective provisions provides sufficient control for Lincs Wind Farm Limited and Race Bank Wind Farm Limited in each case in the absence of a proximity agreement being completed as the relevant works cannot commence until such time as the protected party has confirmed that they are content with the specifications of those works.

The Secretary of State can therefore be satisfied that the assets of Lincs Wind Farm Limited and Race Bank Wind Farm Limited are sufficiently protected such that any effects on third party infrastructure are negated or reduced to a level sufficient to enable the Secretary of State to grant consent in accordance with paragraph 2.8.348 of NPS EN-3, if engaged."

The Ørsted IPs agree with the Applicant that negotiations are ongoing in relation to the proximity agreement for Lincs Wind Farm, to be subsequently used in relation Race Bank Wind Farm once agreed.

The Ørsted IPs also agree that the Applicant included protective provisions for the protection of Lincs Wind Farm Limited and Race Bank Wind Farm Limited respectively in Schedule 18, Parts 13 and 14 of the draft DCO. However, as set out in the Ørsted IPs' Closing Submissions [REP6-135], the Ørsted IPs noted that these protective provisions only related to proximity impacts and the Ørsted IPs clarified that *"the Ørsted IPs provided comments back to the Applicant on these protective provisions **without prejudice to the position that the fuller set of protective provisions is required**"* (emphasis added in bold).

The protective provisions provided by the Applicant relate only to proximity control areas and do not address the quantification or mitigation of wake-related financial loss. The Ørsted IPs have explained throughout the examination of the Outer Dowsing Project, particularly as summarised in the Ørsted IPs' Closing Submissions [REP6-135] and in the Ørsted IPs' most recent submission [C1-003], that the fuller set of protective provisions (as updated in Appendix 1 of [C1-003]) should be included on the face of the DCO for the Outer Dowsing Project in order to afford the Ørsted IPs' assets necessary and proportionate protection, both for the Ørsted IPs that hold objections relating to proximity (Lincs Wind Farm Limited and Race Bank Wind Farm Limited) and for those that hold objections relating to wake loss (Hornsea 1 Limited, the Hornsea 2 Companies and Race Bank Wind Farm Limited). The Ørsted IPs expand on this reasoning in their response to the Second RfI below, but note that it is therefore completely incorrect for the Applicant to state that their protective provisions *"provide Lincs Wind Farm Limited and Race Bank Wind Farm Limited with sufficient protection"* and to invite the Secretary of State to *"be satisfied that the assets of Lincs Wind Farm Limited and Race Bank Wind Farm Limited are sufficiently protected"* – whilst Lincs Wind Farm Limited's sole proximity-based objection is addressed by these protective provisions (though the Ørsted IPs still prefer the wording provided in their fuller set of protective provisions in relation to this), Race Bank Wind Farm Limited continues to seek protection in relation to wake loss, which the protective provisions proposed by the Applicant do not provide.

Second RfI

The Second RfI states the following:

"The Secretary of State notes that following the first information request, the Ørsted and Equinor IPs provided their preferred protective provisions as part of their response. The Ørsted and Equinor IPs and the Applicant are therefore invited to provide an update on whether any further engagement has been had on this matter and if any agreement has been reached on the most recent protective provisions."

As was the case throughout the examination of the Outer Dowsing Project, the Ørsted IPs continue to receive no engagement from the Applicant regarding the fuller set of protective provisions (as updated in Appendix 1 of **[C1-003]**). The Ørsted IPs would welcome such engagement from the Applicant.

The Ørsted IPs maintain that protective provisions are the most appropriate solution for wake loss impacts on the face of the DCO for the Outer Dowsing Project (i.e. ahead of a DCO requirement). They provide a proportionate and practical mechanism for addressing wake loss impacts through technical assessment and agreed mitigation. The Ørsted IPs do not propose to repeat their previously-established rationale for the inclusion of these protective provisions in the DCO, which was set out throughout the examination of the Outer Dowsing Project, particularly as summarised in the Ørsted IPs' Closing Submissions **[REP6-135]** and in the Ørsted IPs' most recent submission **[C1-003]**. However, the Ørsted IPs note that paragraph 2.8.262 of NPS EN-3 states the following in relation to the mitigation of effects on other offshore infrastructure: "*in some circumstances, the Secretary of State may wish to consider the potential to use requirements involving arbitration as a means of resolving how adverse impacts on other commercial activities will be addressed*". The protective provisions proposed by the Ørsted IPs align favourably with this policy, as they provide for the appointment and use of a jointly-appointed independent third party expert and, should that mechanism fail, they provide a direct reference to any differences being determined by arbitration.

The Ørsted IPs also wish to note the significant challenges and inefficiencies that will be introduced if an appropriate solution to wake loss impacts is not found. It cannot be the case that new developers are permitted to impose uncompensated wake losses on existing assets (that are already operational and are currently benefitting the UK) without adequate mitigation and/or compensation, as this risks undermining investor confidence and system-wide efficiency within the UK's offshore wind portfolio, alongside being contrary to the government's renewable energy policies and targets in relation to offshore wind. This would set a precedent of failing to deter new projects from significantly impacting the most valuable (from a sustainability perspective) aspect of existing projects (i.e. the operational tail-end). The protective provisions proposed by the Ørsted IPs prevent the setting of this dangerous precedent.

Wake effects are an inevitable feature impacting both existing and planned offshore wind farms across the majority of the UK's Exclusive Economic Zone ("**EEZ**") (as well as across other EEZs where available sea-space is limited). In order to appropriately minimise UK wake loss impacts at the system-wide level, the wake loss impacts that will be created through new leasing rounds should be properly weighted (amongst the many other siting constraints), both by The Crown Estate (when prospective lease areas are selected) and by prospective lessees (as they value and seek to secure the varying lease sites on offer). Notwithstanding these efforts to minimise system-wide wake impacts through the efficient siting of new offshore wind farms, residual wake impacts will inevitably need to be managed. This can be achieved in two ways in a DCO – protective provisions or a requirement. As set out above and in previous submissions, the Ørsted IPs consider that protective provisions are the more appropriate solution. When developers compete for newly offered lease areas, they quantify the wake effects that will be imposed upon each lease area by surrounding offshore wind farms; this is one of several factors that determines the overall attractiveness, or value, of the lease sites on offer. However, in order to support the efficient development of the UK's EEZ, a precedent is required (through the DCO process) that will ensure that developers factor-in the full wake effect associated with a given lease area, i.e. both: (1) the wake effect that will be imposed upon that new project; and (2) the wake effect that will be imposed by that new project.

A number of existing offshore wind farm projects (established through earlier lease rounds pre-dating Lease Round 4) will be impacted as a result of the wakes introduced by Lease Round 4 projects (including the Outer Dowsing Project). The Ørsted IPs are of the view that full mitigation for the wake effect introduced by the Outer Dowsing Project, and by other Lease Round 4 projects, should be properly secured by including the protective provisions proposed in the Ørsted IPs' most recent submission (Appendix 1 of **[C1-003]**) within the DCO. Full mitigation for Lease Round 4 offshore wind farm projects, against the wake impacts introduced by future projects that will be leased through future leasing rounds, can likewise be secured by including similar protective

provisions in future DCOs, and/or by The Crown Estate including appropriate clauses within future Agreements for Lease.

In contrast, Requirement 29 of Schedule 2 of the Mona Offshore Wind Farm Order 2025 merely obliges the undertaker to take reasonable steps to minimise wake effects. This approach is problematic, as it lacks the mitigation certainty required to maintain investor confidence and avoid inefficiencies across the wider system. By comparison, the protective provisions proposed by the Ørsted IPs provide a more robust and controllable framework, enabling both the Applicant and the Ørsted IPs to manage the process directly, either by entering into a Wake Loss Agreement or, alternatively, by agreeing to, or jointly appointing independent experts to determine, a Wake Loss Mitigation Scheme. This reflects established industry practice, whereby technical assessments and agreements are managed between the owners of offshore infrastructure and their experts rather than deferred to the Secretary of State.

The Ørsted IPs' proposed protective provisions therefore offer a balanced and proportionate mechanism for compliance with national policy, ensuring fairness between operational generators and new entrants while reducing the administrative burden on the Secretary of State. By guaranteeing mitigation through these provisions, the Secretary of State would set a clear precedent, protecting existing offshore wind assets as well as newly leased projects, including the Outer Dowsing Project, from future wake losses that will arise as The Crown Estate progresses future offshore wind leasing rounds as the UK advances towards the installation of approximately 100 GW of offshore wind capacity across UK waters by 2050.

The Ørsted IPs maintain that establishing a precedent of securing wake compensation through protective provisions is the responsible course of action for the Secretary of State to take as a solution to wake loss impacts, as it will ensure significant system-wide benefits. Accordingly, the Ørsted IPs invite the Secretary of State to include the full set of protective provisions proposed by the Ørsted IPs (as set out in Appendix 1 of **[C1-003]**) within the DCO for the Outer Dowsing Project. This approach represents a fair, proportionate, and policy-compliant solution to inter-project wake loss impacts.