



## TRINITY HOUSE

The Planning Inspectorate  
Temple Quay House  
Temple Quay  
Bristol  
BS1 6PN

Your Reference: EN020026

Our Reference: [REDACTED]

10 February 2026

Dear Sir / Madam

### **Draft Development Consent Order – Sea Link – Written Representation**

Further to the application relating to the Sea Link Project, we wish to provide our draft Development Consent Order (Version F) responses as follows in relation to Deadline 4. For ease of reference, requested amendments shall be **bolded**.

#### **Arbitration**

With regard to 'Arbitration', as provided for in Part 6, s.62 of the draft DCO, Trinity House requests that the wording be amended to reflect the 'Savings Provisions for Trinity House' clause as follows:

*“(1) Subject to article 55 (procedure regarding certain approvals, etc.) **article 42 (savings provisions for Trinity House)** and except where otherwise expressly provided for in this Order or unless otherwise agreed between the parties, any difference under any provision of this Order must be referred to and settled by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) by the Secretary of State.*

*(2) For the avoidance of doubt, any matter for which the consent or approval of the Secretary of State or the MMO **or Trinity House** is required under any provision of this Order is not subject to arbitration.”*

#### **Pre-Construction Plans and Documentation**

With regard to 'Pre-Construction Plans and Documentation', as provided for in Schedule 16, Part 2, s.4 of the draft DCO, Trinity House requests that they be added as a consultee under subsection (1), so that it may read: “.....(in consultation with Natural England, the JNCC, MCA, **Trinity House**, the Environment Agency and Cefas)”.

We further request that subsection (1)(h) be amended to read: “.....*is provided by the MMO, in consultation with Trinity House*”.

We additionally request subsection (6) be amended to read: “.....*unless agreed with the MMO in writing, in consultation with Trinity House*”. We would further respectfully suggest that the MCA ought to be a consultee in this regard, but would suggest this question be directed to them for a comprehensive and authoritative answer.

### **Aids to Navigation**

With regard to ‘Aids to Navigation’, as provided for in Schedule 16, Part 2, s.7 of the draft DCO, Trinity House requests that the pre-agreed time limits be applied to bring the clause in line with the standard navigation conditions, such that subsection (3)(a)-(c) may read:

*“(a) Notice of commencement of construction of the authorised development, **within 24 hours of commencement having occurred**;*

*(b) Notice, **within 24 hours**, of any aids to navigation being established or replaced by the undertaker; and*

*(c) Notice, **within 5 days**, of completion of construction of the authorised development.”*

### **Force Majeure**

With regard to ‘Aids to Navigation’, as provided for in Schedule 16, Part 2, s.9 of the draft DCO, Trinity House requests that the clause be amended to include Trinity House, such that it shall read:

*“(1) If, due to stress of weather or any other cause the master of a vessel determines that it is necessary to deposit the authorised deposits within or outside of the Order limits because the safety of human life and/or of the vessel is threatened, within 48 hours full details of the circumstances of the deposit must be notified to the **MMO and Trinity House**”.*

We would further politely suggest that the MCA and UKHO perhaps ought to be within scope of this clause. However, again, we would suggest this question be directed to them for a comprehensive and authoritative answer.

### **Post Construction**

With regard to ‘Post Construction’, as provided for in Schedule 16, Part 2, s.14 of the draft DCO, Trinity House requests that the clause be amended to include Trinity House, such that subsection (1) shall include Trinity House: *“The undertaker must submit to the **MMO and Trinity House** within three months of completion of licensed activities, an ‘as built’ plan which will display”.*

We would also request subsection (3) be amended such that it shall read: *“....in consultation with the **MCA and Trinity House**”.*

We would further request subsection (7) be amended to read: *“....and details of new or changed aids to navigation where applicable **and agreed with Trinity House**”.*

Please address all correspondence regarding this matter to me at [REDACTED]r@trinityhouse.co.uk, CC'ing in [REDACTED], Navigation Services Manager, at [REDACTED]@trinityhouse.co.uk.

We trust that this submission is helpful and will be happy to assist if there are any questions arising.

Yours faithfully

A large black rectangular box redacting the signature of the Legal Executive.

Legal Executive