

OUR REF S6530.17/AAEB/CWI  
YOUR REF  
10 March 2026

**BY EMAIL**

National Infrastructure Planning  
Temple Quay House  
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BS1 6PN

**Sea Link Project (the "Project")**  
**Application Ref: EN020026**  
**Deadline 5 submission for East Anglia Three Limited**

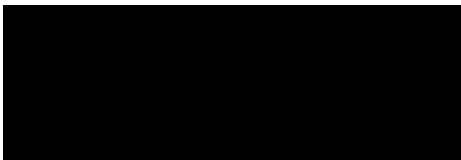
Dear Sir/Madam

**1. Response to examining authority's second written questions**

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1. We refer to the above Project and confirm we are instructed by East Anglia THREE Limited.
2. East Anglia THREE Limited ("**EA3L**") was granted development consent order ("**DCO**") on 7 August 2017 for the East Anglia THREE Offshore Wind Farm ("**EA3**"). EA3 submitted a written representation in respect of the Project at deadline 1, which was accepted by the examining authority [REP1-188].
3. This document contains EA3L's response to 2GEN23 of the examining authority's second written questions ("**ExQ2**") [PD-021] (provided in **Appendix 1** overleaf). Additionally, EA3L's preferred protective provisions are provided at **Appendix 2** of this submission.

Yours sincerely



For and on behalf of Shepherd and Wedderburn LLP

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## APPENDIX 1 - RESPONSE TO EXQ2

ExQ2	Question to:	Question:	Response for EA3L
2GEN23.	Applicant and East Anglia THREE Limited	<p><b>Schedule 15 - Protective Provisions</b>            Confirm if bespoke protective provisions will be included for East Anglia THREE Limited and if so, provide an update on progress in that respect.</p>	<p>EA3L confirms that bespoke protective provisions will be required in any development consent order granted for the Project, to ensure its interests are adequately protected.</p> <p>EA3L provided a draft suite of protective provisions to the Applicant on 23 February 2026, which would resolve its concerns in relation to the Project. EA3L is awaiting a substantive response from the Applicant and is optimistic that an agreed solution can be reached. EA3L understands the Applicant is planning to submit its preferred version of the protective provisions at examination deadline 5. That being the case, EA3L provides its preferred protective provisions at <b>Appendix 2</b> of this submission, for the examining authority's consideration.</p>

**APPENDIX 2 – PROTECTIVE PROVISIONS**

## **PROTECTIVE PROVISIONS FOR THE BENEFIT OF THE UNDERTAKER OF THE EAST ANGLIA THREE OFFSHORE WIND FARM**

### **Application**

1. (1) For the protection of the statutory undertaker the following provisions have effect unless otherwise agreed in writing between the undertaker and the statutory undertaker.

(2) Subject to the extent otherwise agreed in writing between the undertaker and the statutory undertaker, where the benefit of this Order is transferred or granted to another person under article 6 (benefit of Order)—

(a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between the statutory undertaker and the transferee or grantee (as the case may be); and

(b) written notice of the transfer or grant must be given to the statutory undertaker on or before the date of that transfer or grant.

### **2. Interpretation**

In this Part of this Schedule –

“EA3” means the offshore windfarm approximately 69km from the Suffolk coast and an associated cable route to transport energy to a convertor station in Bramford.

“EA3 Control Area” means an area, or areas, within the boundaries of Work No. 6 described in Part 1 of Schedule 1 to the Order or any part of that work and which is within 250 metres extending outwards from the Order limits for EA3 as described in the East Anglia THREE Offshore Wind Farm Order 2017.”

“EA3 Crossing Agreement” means an agreement setting out the technical and commercial terms governing the interaction between any works authorised by this Order forming part of the EA3 Control Area and EA3.

“statutory undertaker” means any party with the benefit of the East Anglia THREE Offshore Wind Farm Order 2017.

### **3. Control of works within the EA3 Control Area**

(1) No part of Work No.6 may be commenced within the EA3 control area until the undertaker has entered into the EA3 Crossing Agreement with the statutory undertaker.

(2) Any works within the EA3 Control Area must not be constructed except in accordance with the terms of the EA3 Crossing Agreement.

### **4. Indemnity**

(1) (1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or property of the statutory undertaker, or there is any interruption in any service provided, or in the supply of any goods, by the statutory undertaker, or the statutory undertaker becomes liable to pay any amount to any third party, the undertaker must—

(a) bear and pay on demand the cost reasonably incurred by the statutory undertaker in making good such damage or restoring the supply; and

(b) indemnify the statutory undertaker for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from the statutory undertaker, by reason or in consequence of any such damage or interruption or the statutory undertaker becoming liable to any third party as aforesaid other than arising from any default of the statutory undertaker.

(2) The fact that any act or thing may have been done by the statutory undertaker on behalf of the undertaker or in accordance with a plan approved by the statutory undertaker or in accordance with any requirement of the statutory undertaker or under its supervision does not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless the statutory undertaker fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of any damage or interruption to the extent that it is attributable to the neglect or default of the statutory undertaker, its officers, servants, contractors or agents.

(4) The statutory undertaker must give the undertaker reasonable notice of any such third party claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

#### **5. Expert determination**

(1) Any difference or dispute arising between the undertaker and the statutory undertaker under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and the statutory undertaker, be determined by way of expert determination.