

THE INFRASTRUCTURE PLANNING (EXAMINATIONS PROCEDURE) RULES 2010
SOUTH EAST ANGLIA LINK (SEA LINK) DEVELOPMENT CONSENT ORDER

PINS REFERENCE: EN020026

LONDON GATEWAY PORT LIMITED (LGPL) (IP REF: [REDACTED])

DEADLINE 6: LGPL'S REPOSSES TO THE EXAMINING AUTHORITY'S WRITTEN QUESTIONS AND REQUESTS FOR INFORMATION (ExQ3) ISSUED ON 23 MARCH 2026

Number	Question	LGPL Response
3SN6	<p>Anchor strike risk Provide clarification as to whether concerns regarding anchor strike risk, particularly in relation to the Sunk anchorage would be adequately mitigated by the mitigation measures including the target depth of lowering and external cable protection details set out in the oCSIP [REP4-090]. If not, provide details of any remaining concerns and/or additional measures that would be required.</p>	<p>LGPL's principal concern in the Sunk is that the necessary dredge depths are secured by way of a DCO Requirement. LGPL assumes that the Applicant will take the necessary measures to protect its assets from strike risk and those measures do not prejudice the depths set out in Requirement 17. As set out below, the detail in the oCSIP is insufficient for LGPL to form a view as to the overall adequacy of the measures proposed regarding anchor strike. LGPL seeks a right of approval of the final form of the CSIP for this and other reasons.</p>
3SN9	<p>dDML conditions 4 and 12 Do conditions 4(6) and/ or 12(3) need to be amended to apply only to areas outside of the areas where the safeguarded depths are being agreed. If so, provide amended wording. If not, explain why not.</p>	<p>LGPL has proposed certain amendments (see Appendix 1 to this response) to the wording of Requirement 17 as set out in [REP5-005] but those amendments are not relevant to this question. It is LGPL's position and understanding that nothing in the DML can undermine or excuse compliance with the Requirements. As such conditions 4(6) and 12(3) must be read in light of Requirement 17, so although the MMO can agree a reduction in water depths, any such reduction could not go beyond the depths secured by Requirement 17. In such case, the conditions do not need to apply only to areas outside the Requirement 17 safeguarded areas. However, for clarity, it might be useful to note that conditions 4(6) and 12(3) remain in all circumstances subject to Requirement 17. In each case the wording of "Without prejudice to the provisions of Requirement 17.." could be added to the beginning of the paragraph. For example:</p> <p><u>Condition 4(6)</u></p> <p><i>'(6) Without prejudice to the provisions of Requirement 17 in Schedule 3, in undertaking the licensed activities, the undertaker must not reduce existing water depths between KP 33 and KP 38 unless agreed with the MMO in writing in consultation with the MCA and Trinity House.'</i></p> <p><u>Condition 12(3)</u></p> <p><i>'(3) Without prejudice to the provisions of Requirement 17 in Schedule 3, in undertaking activities under condition 12(2)(d), the undertaker must not reduce water depth by more than 5% unless agreed with the MMO in writing in consultation with the MCA.'</i></p> <p>[Please note, these amendments would be in addition to those shown in Appendix 1 – Appendix 1 is in the form that it has been shared with the Applicant.]</p>
3SN12.	<p>Planned cable crossing within North East Spit Provide your comments on the securing mechanisms included in requirement 17(2) [REP5-006] for safeguarding water depths in relation to the potential crossing with the planned GridLink cable.</p>	<p>LGPL has provided suggested amendments to Requirement 17(2) to the Applicant. These are attached in Appendix 1 to this response. LGPL's proposed amendments include ensuring the relevant works are installed in areas of deeper water depth (to be shown on the Areas of Safeguarded Water Depth plan) which would accommodate the Applicant's works and Gridlink without bringing into question the minimum depths secured by Requirement 17. This approach means that the caveats to Requirement 17 presently set out in sub-paragraph (2) of that Requirement in REP5-005, which are of concern to LGPL, need not be included.</p>
3SN14	<p>Planned cable joints within the three areas of safeguarded depth (ASD) on plate 1.2 of [REP4-090] The oCSIP sets out in section 4.4 that there will be no planned cable joints in the three ASDs. Is this sufficient to minimise risks to shipping and navigation to ALARP and mitigate any likely significant effects on shipping. If not, explain the additional measures that are required, and if appropriate provide suggested wording.</p>	<p>We note that Condition 1(3)(c) also prevents cable joints in the Areas of Interest. LGPL further requires approval rights over the final form of the CSIP (such approval to be secured by way of its Protective Provisions). LGPL considers this would provide adequate protection.</p>
3SN15	<p>Areas of interest and areas of safeguarded depth plan The ExA understands the safeguarded depth plan to be [REP4-098]. The dDCO [REP5-005] defines areas of interest as being shown in [REP4-098] but that document does not indicate the areas of interest, only the areas of safeguarded water depth. Clarify whether areas of interest are those that are shown in plate 1.1 of [REP4-075]. If necessary provide an additional plan to be certified in the dDCO indicating the areas of interest.</p>	<p>LGPL considers the Areas of Safeguarded Water Depth Plan [REP4-098] should be updated to include annotations identifying the respective areas of interest. It will also need to be updated, should the approach in the proposed amendments in Appendix 1 be adopted, to show the areas of shallower water in the NE Spit Area within which Work No 6 cannot be constructed.</p>

3SN16	<p>Unplanned cable joint repairs Condition 12 of the dDML [REP5-005] sets out that 'maintenance' includes cable repairs. REAC provision SN33 states that unplanned cable repair joints will be avoided in the Sunk, so far as practicable, but if such a scenario is unavoidable, the project shall consider potential collision risk and minimize time spent during maintenance in this region as much as possible. The oCSIP [REP4-090] sets out in section 4.4 further detail of the procedure for cable jointing and unforeseen repairs within the three areas of safeguarded water depth. Consider whether these provisions provide adequate safeguards to minimise risks to shipping and navigation to ALARP in this regard, and if not explain why not and suggest alternative or additional measures.</p>	<p>LGPL's understands the possible need for unplanned cable joint repairs, but they should be avoided so far as practicable. The final form of the CSIP will require further, more detailed information in relation to the management of this than is presently set out in the oCSIP. For such reasons, LGPL seeks a right to approve the final form of the CSIP in its protective provisions (see the changes proposed in Appendix 1 to this response).</p>
3SN21	<p>Schedule of outstanding matters Provide a schedule of outstanding matters with a clear explanation of the implications (likely significant effects or ALARP) in terms of shipping and navigation if these matters remain unresolved at the close of examination. Where DCO/DML drafting could resolve these matters please provide suggested wording.</p>	<p>1) Terms of the Requirement</p> <p>LGPL welcomes the inclusion of Requirement 17 but currently is concerned that the wording in [REP5-005] creates too much uncertainty in relation to the degree of the commitment in respect of the interaction with Gridlink. Following discussions with the Applicant, LGPL believes that the provision can be amended to provide the necessary certainty, and the amendments are set out in Appendix 1. These proposed amendments have been shared with the Applicant, although discussions on them have not yet been possible in the time available.</p> <p>In terms of the significance of Requirement 17, and its specific wording, LGPL has set out in its submissions to the Examination the vital importance of securing access for vessels of up to 20m draught to Thames estuary, in order to allow access to London Gateway Port and that any infrastructure that prevented access of such vessels would have a highly significant and detrimental effect on the Port and on the UK economy and resilience as a whole. See REP1-142 and REP1A-050 (in particular ISH1.04 and ISH1.07), and the points of the PLA and MCA in REP1-155, REP1A-051, REP1-161 and REP1A-062).</p> <p>2) Minimising the impact of Restricted Zones</p> <p>We refer to paragraph 3.10 of the oNIP where the Applicant explains the proposed project will use a rolling 500 metre Recommended Restricted Zone (RRZ) around construction vessels which is consistent with the COLREGs. The Applicant advises it will liaise with the Interested Parties to establish communication protocols regarding these Safety Zones, which "may" include pre-commencement meetings, a 2-weeks advance notice before arrival within a NIP AOI, and daily updates during these activities of interest in the NIP AOI. The Applicant explains this will be discussed further with Interested Parties, and the NIP updated accordingly.</p> <p>In LGPL's view, the measures described by the Applicant are insufficient, and we note that the Applicant remains non-committal regarding the specific protocols/processes to be adopted. We refer to LGPL's response to ExQ1 1SN17 [REP3-093], which sets out LGPL's requirements for communication and liaison in relation to RRZs. These are proportionate measures to mitigate impact and must be incorporated into the NIP. Given the Applicant's failure or unwillingness to commit to specific protocols, it is essential that LGPL is afforded approval rights over the NIP pursuant to a condition of the DML or under its Protective Provisions.</p> <p>We refer again to Appendix 1 where LGPL has set out its proposed amendments to its Protective Provision. Those amendments, at paragraphs 11 to 13 (inclusive), set out LGPL's drafting in order to minimise the impact of Restricted Zones.</p> <p>These provisions are a key part of ensuring that LGPL can manage any effects of the carrying out of the Applicant's works on access to and egress from London Gateway Port, to ensure continuity of trade and, crucially, supply of goods and materials to the UK. The provisions requested are entirely reasonable and a key part of demonstrating ALARP.</p> <p>3) Approval of the CSIP, NIP and oCEMP</p> <p>Presently the outline forms of the CSIP, NIP and CEMP are lacking detail. For example, the oCSIP [REP5-117] does not specify what cable installation method will be used – it notes that the final CSIP will set out the method, including information on the equipment, timing and programme of these works (para 4.2.5). The methods considered in the oCSIP vary significantly (cable burial ploughs, jet trenching (towed, free swimming or tracked), mechanical trenchers (tracked), or mass (or controlled) flow extractors) and these would vary significantly in terms of their impacts on the passage of London Gateway vessels. Until the method is known, it is impossible for LGPL to establish the possible effects on it. For these reasons of lack of detail, LGPL requires the right to approve the final form of these plans. This is a reasonable request and is entirely consistent with ALARP. Without such controls, unassessed and unknown significant effects on access to and egress from London Gateway Port (affecting continuity of trade and, crucially, supply of goods and materials to the UK) may occur.</p>

The proposed amendments to the proposed LGLPL Protective provisions needed to provide for such rights of approval are set out in Appendix 1 where LGPL has set out its proposed amendments to its Protective Provision.

4) Cable Crossings

In order to demonstrate ALARP, a condition should also be included providing there will be no cable crossings at the Sunk or Long Sand Head. This is set out in Appendix 1.

5) Register of Environmental Commitments

We refer to paragraphs 7.8.3 and 7.10.1 of 6.2.4.7 (C) Environmental Statement Part 4 Marine Chapter 7 Shipping and Navigation (Tracked) [REP5-025], where the Applicant continues to reference commitments and mitigation measures set out in the Register of Environmental Actions and Commitments (REAC). As explained at ISH2, the REAC itself does not secure restrictions, it summarises commitments and indicates where those commitments are secured elsewhere. LGPL therefore requests that the Applicant updates all such references to specify the appropriate mechanism by which each commitment will be secured.

Inadequacy of socioeconomic assessment

We note that the Applicant has provided an updated version of document 6.2.4.7 (C) Environmental Statement Part 4 Marine Chapter 7 Shipping and Navigation (Clean) [REP5-025]. However, notwithstanding LGPL's previous submissions to the Examination - including, most recently, LGPL's Deadline 5 Submission [REP5-174] - LGPL does not consider that the updated chapter adequately assesses the socioeconomic impact of vessels being, now or in the future, prevented from using navigation channels into the Thames Estuary Ports as a result of inadequate dredge depths. This further underlines the crucial need to secure the additional protections, including the right to approve the final forms of the CSIP, NIP and offshore CEMP, in order to provide protection for LGPL against unassessed significant impacts.

Lastly, LGPL is mindful of the policy position – without the protections sought above, LGPL considers that there will be an unacceptable risk to, and unacceptable interference offshore to navigation, within the meaning of paragraphs 4.1.7 and 4.2.15 of EN-1. EN-3 directs that where a proposed development is likely adversely to affect major commercial navigation routes, for instance by causing appreciably longer transit times, the Secretary of State should give these adverse effects substantial weight in its decision making" (para. 2.8.329). The measures sought by LGPL above at items 2, 3 and 4 are all aimed at reducing the risk of longer transit times. Finally, as the ExA's question notes, EN-3 directs that the Secretary of State should be satisfied that risk to navigational safety is as low as reasonably practicable (ALARP). It is government policy that wind farms and all types of offshore transmission should not be consented where they would pose unacceptable risks to navigational safety after mitigation measures have been adopted". These items are all simple mitigation measures that must be adopted.

Appendix 1 – LGPL’s proposed DCO amendments

**SEALINK DCO
DEADLINE 5 VERSION [REP5-005]
LONDON GATEWAY PORT LIMITED REQUIRED AMENDMENTS**

Article 2 – in definition of “areas of interest” correct to “Areas of Interest”.

SCHEDULE 3 - REQUIREMENTS

Paragraph 17

Amend as indicated:-

Depth Protection

17.—(1) ~~Subject to paragraph 2) below, a~~Any part of Work No.6, including any associated development or ancillary works, located within the Areas of Interest must be designed, installed, operated and maintained at a level which would not preclude or impede the dredging of those parts of the Areas of Interest to the following depths:

- (a) “Sunk Pilot Boarding ~~a~~Area” to a level of 22 metres below Chart Datum;
- (b) “Long Sand Head Two-Way Route ~~c~~Grossing ~~area~~” to a level of 12.5 metres below Chart Datum;
- (c) “North East Spit ~~a~~Area” to a level of 12.5 metres below Chart Datum,

and in each case allowance shall be made for an ‘over-dredge’ tolerance of 0.5 metres in addition to the stated depths attributable to standard dredging methodology.

(2) In relation to any part of Work No.6 in the North East Spit Area, including any associated development or ancillary works, ~~the undertaker will:~~

~~(a) ensure that such works are installed outside of the areas of shallower water shown marked [xxx] on the [Areas of Safeguarded Depth plan] in order that any crossing of the cables comprised in Work No. 6 and the cable(s) that will form part of the GridLink Interconnector Project will occur outside those areas; and~~

~~(b) the depth protection required under sub-paragraph (1)(c), including the 0.5 metre over-dredge allowance, is to be preserved following the crossing of Work No.6 and the GridLink Interconnector Project cable(s) either:~~

~~(a) where Work No.6 is installed first, by ensure that installing Work No.6 is installed at a depth that provides sufficient vertical clearance for the GridLink Interconnector Project cable(s) to be subsequently laid over it without compromising the depth protection required by sub-paragraph (1)(c); or~~

~~(b) where the GridLink Interconnector Project is installed first, by the undertaker using reasonable endeavours to ensure that the GridLink Interconnector Project cable is installed with sufficient vertical clearance to allow Work No.6 to be installed subsequently without compromising the depth protection required by sub-paragraph 1(c).~~

SCHEDULE 15 – PROTECTIVE PROVISIONS

PART 6 - FOR THE PROTECTION OF LONDON GATEWAY PORT LIMITED

Amend as indicated:-

Application

1. For the protection of LGPL the following provisions will, unless otherwise agreed in writing between the undertaker and LGPL, have effect in relation to the construction, operation and maintenance of any specified work.

Interpretation

2. In this Part of this Schedule—

~~"Areas of Interest" means the areas, or any part thereof, shown on the Areas of Safeguarded Depth plan which comprises three areas labelled: Sunk Pilot boarding area, Long Sand Head Two-Way Route crossing area, and North East Spit area;~~

"Cable Specification and Installation Plan" means the cable specification and installation plan to be approved by the MMO under condition 4 of the Deemed Marine Licence;

"construction" includes execution, placing of a work and the carrying out of any operation, and "construct" and "constructed" are to be construed accordingly;

"commence" for the purpose of this Part of Schedule 15 means the carrying out of any authorised development and surveying and monitoring activities and "commencement" and "commenced" must be construed accordingly;

"Deemed Marine Licence" means the marine licence granted by this Order as set out in Schedule 16;

"LGPL" means London Gateway Port Limited;

"maintain" has the same meaning as in Article 2 save that it includes surveying and monitoring within the Areas of Interest and maintenance shall be construed accordingly;

"Navigation Installation Plan" means the Navigation Installation Plan to be approved under condition 4(k) of the Deemed Marine Licence;

"Offshore Construction Environment Management plan" means the plan to be approved under condition 4(b) of the Deemed Marine Licence;

"plans" includes navigational risk assessments, plans, sections, elevations, drawings, specifications, programmes, construction methods and descriptions including, where applicable, relevant hydraulic information and other documents that are reasonably necessary to properly and sufficiently describe and assess the works to be executed;

"Restricted Zone Works" mean any works or operations that would be carried out with a Recommended Restricted Zone within the meaning of Rule 2 of the International Rules for Preventing Collisions at Sea (COLREGS) implemented under the Merchant Shipping (Distress Signals and Prevention of Collisions) Regulations 1996;

"specified work" means any works or operations forming part of the construction, operation or maintenance of the authorised development or any ancillary works that are within or which may affect the Areas of Interest; and

"undertaker" means the undertaker as defined in article 2 (interpretation) of this Order.

Approval and Consultation and Notice

3. The undertaker will ~~consult~~ obtain the approval of LGPL ~~onto~~:

(1) the ~~e~~Cable ~~S~~specification and ~~l~~installation ~~p~~Plan (in so far as that plan relates to any specified work or the Areas of Interest) no less than 20 business days before any application for approval of that plan may be submitted by the undertaker to the MMO in compliance with condition 4 of the Deemed Marine Licence and any revisions arising from such application (in so far as those revisions relate to any specified work or the Areas of Interest); and

(2) the Navigation Installation Plan (in so far as that plan relates to any specified work or the Areas of Interest) no less than 20 business days before any application for approval of that plan may be submitted by the undertaker to the MMO in compliance with condition 4(k) of the Deemed Marine Licence and any revisions arising from such application (in so far as those revisions relate to any specified work or the Areas of Interest)

(3) the offshore Construction and Environmental Management Plan (in so far as that plan relates to any specified work or the Areas of Interest) before any application for approval of that plan may be submitted by the undertaker to the MMO in compliance with condition 4(1)(g) of the Deemed Marine Licence and any revisions arising from such application (in so far as those revisions relate to any specified work or the Areas of Interest).

4. The undertaker will construct and maintain the specified works in accordance with the plans as approved pursuant to sub-paragraph 3, unless otherwise agreed in writing by the MMO.

45. The undertaker will consult LGPL on the proposed activities and programme for any pre-construction monitoring, construction monitoring, post construction monitoring or surveying and related reporting within or which may affect the Areas of Interest before such pre-construction monitoring, construction monitoring, post construction monitoring or surveying is programmed to commence. The undertaker must allow LGPL a period of 3 weeks in which to respond and have regard to any request made by LGPL for reasonable amendment to the programme.

56. The undertaker must notify LGPL of the final planned programme for any pre-construction monitoring, construction monitoring, postconstruction monitoring or survey work to be undertaken under this Order within or which may affect the Areas of Interest no less than 5 business days before such survey work is programmed to begin.

67. The undertaker will consult LGPL on any application for marine licensing for the ~~disposal~~ clearance of unexploded ordnance ~~within-from~~, or which may affect, the Areas of Interest before such applications are submitted to the MMO. The undertaker must have regard to any request made by LGPL for reasonable amendment to the proposed application, provided that the request is made to the undertaker within 10 business days of receipt of the details of the proposed application.

78. The undertaker must notify LGPL of the final programme for any clearance of unexploded ordnance to be undertaken within the Areas of Interest no less than 10 business days before such disposal is programmed to begin.

89. The undertaker will consult LGPL on the activities and programme for any specified work which is not covered by the Cable Specification and Installation Plan before such specified work is programmed to commence. The undertaker must allow LGPL a period of 3 weeks in which to respond and have regard to any request made by LGPL for reasonable amendment to the activities or programme.

Commented [FT1]: Q to Applicant - what works would these be?

109. The undertaker must notify LGPL of the final method statement and programme for any for any specified work to be undertaken under this Order which is not covered by the Cable Specification and Installation Plan no less than 5 business days before such work is programmed to begin.

Cable Specification and Installation Plan

10. The Cable Specification and Installation Plan referred to in paragraph 3 must set out for Work No.6, in so far as it applies to the Areas of Interest:

- (1) The proposed cable installation methods and measures for management of construction risks;
- (2) Cable protection measures proposed including type, maximum volume and locations;
- (3) Arrangements to consult LGPL on matters regarding the construction of cables and cable protection measures within the Areas of Interest, including provision of a point of contact for continuing liaison and co-ordination throughout the construction of these works;
- (4) The proposed programme of work for cable installation with arrangements for specific notification and liaison with the LGPL Harbour Master in relation to the undertaker's activities in the Areas of Interest throughout the programme, including as to the schedule of vessel activities and movements and arrangements for notification of any changes to the programme to LGPL;
- (5) The programme and methodologies for monitoring and the arrangements for the results of these surveys or other construction evidence being made available to LGPL within 10 business days of the undertaker receiving reports of the survey results or evidence to demonstrate compliance with the depths referred to in sub paragraph (1) of this paragraph; ~~and.~~

Minimising the Impact of Restricted Zones

11. Not less than two weeks prior to carrying out any Restricted Zone Works in any part of the Areas of Interest, the undertaker will notify LGPL's Harbour Master of that fact and LGPL's Harbour Master will in turn provide the undertaker with its schedule of vessel calls. The undertaker will have regard to the schedule in relation to the timings of the presence of its vessels and the carrying out of Restricted Zone Works so as to avoid and minimise disruption to vessels navigating to and from London Gateway Port;

12. Pre-commencement meetings between LGPL's harbour master and the undertaker or the undertaker's relevant contractors will take place either one or two days before Restricted Zone Works begin in each of Areas of Interest and the undertaker will have regard to LGPL's representations at those meetings when planning and carrying out Restricted Zone Works in the Areas of Interest; and

13. Whilst Restricted Zone Works are carried out in the Areas of Interest, the Applicant will provide LGPL's harbour master with daily updates to inform LGPL's scheduling.

Monitoring

144. The undertaker shall notify LGPL as soon as reasonably practicable, and in an event within 2 business days, in the event that any geophysical survey conducted using a multi-beam echo sounder confirms the exposure of any cable within the Areas of Interest.

Provision of as built details

125. As soon as reasonably practicable following the completion of the construction of cables forming Work No. 6 (including any cable protection measures), and after any works or maintenance which would result in changes to the position, depth and/or cable protection measures installed as part of Work No.6, the undertaker must provide (on a strictly confidential basis) to LGPL as built drawings of Work No. 6 in a form and scale to be agreed between the undertaker and LGPL to show the position, depth and any cable protection measures installed as part of Work No. 6 in relation to the Areas of Interest.

136. LGPL must not disclose (without the written consent of the undertaker) any information that has been provided by the undertaker to LGPL on a confidential basis or which is marked as commercially sensitive and must hold such information on a confidential basis only, except that LGPL may provide the information to contractors and agents acting on its behalf (including but not limited to contractors engaged to carry out dredging operations) provided that such agents and contractors are required by LGPL to treat such information as confidential.

Transfer of the benefit

147. The undertaker must within 7 days after the completion of any sale, agreement or other transaction under article 7 (Consent to transfer benefit of Order) in relation to which any powers, rights and obligations of the undertaker are transferred to another party, notify LGPL in writing, and the notice must include particulars of the other party to the transaction under article 7, the general nature of the transaction and details of the extent, nature and scope of the works or functions sold, transferred or otherwise dealt with.

Arbitration

158. Any dispute arising between the undertaker and LGPL under this Part of this Schedule is to be escalated in the first instance to senior representatives from LGPL and the undertaker, and LGPL and undertaker must seek to resolve the dispute through a meeting between the parties promptly and in any event within 10 business days.

169. Any difference or dispute arising between the undertaker and LGPL under this Part of this Schedule which has not been resolved within 10 days under paragraph 198 above must, unless otherwise agreed in writing between the undertaker and LGPL, be determined by being 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) to the President of the Institute of Civil Engineers.

Notices

1720. Any plans submitted to LGPL by the undertaker pursuant to this Part of this Schedule must be sent to LGPL by post to address below and also by e-mail to ~~[X]~~ ~~or~~ such ~~other~~ address as LGPL may from time to time appoint ~~instead for that purpose~~ and notify to the undertaker:-

[London Gateway Port Harbour Master](#)

[London Gateway Port Limited](#)

[No.1 London Gateway](#)

[London Gateway Drive](#)

[Stanford-le-Hope](#)
[Essex](#)
[SS17 9DY](#)

Consultation and Approval Principles

4821. Wherever the undertaker is required to consult LGPL under this Part of this Schedule the following shall apply:

(1) The undertaker shall provide LGPL with sufficient information to enable meaningful consideration, including detailed plans, specifications, and any relevant environmental or operational impact assessments.

(2) LGPL shall be entitled to request any clarification or additional documentation necessary to understand the proposal, provided that the request is made to the undertaker within 10 business days of receipt of the details which are subject to consultation.

(3) LGPL shall be entitled to request a meeting to discuss the proposed works, and the undertaker shall use reasonable endeavours to arrange such meeting within 10 business days of the request.

(4) LGPL shall be entitled to request an extension to any of the relevant timeframes if required and such extension shall be granted by the undertaker wherever reasonably practicable provided that the request is made to the undertaker within 10 business days of receipt of the details which are subject to consultation or of receipt of any clarification or additional documentation requested pursuant to subparagraph (2).

(5) In relation to any consultation, the undertaker shall be obliged to receive and fully consider any and all comments provided by LGPL within the relevant timeframes and, to the extent practicable, to also consider comments received outside of these timeframes.

(6) In relation to any consultation, the undertaker shall have due regard to any comments, representations or objections made by LGPL and upon request shall respond in writing, setting out how such comments, representations or objections have been considered and, where applicable, addressed.

(7) The undertaker shall not commence the proposed works or apply for consent from the MMO, as relevant, until the any consultation or approval process has been completed in accordance with this Part of this Schedule, including the provision of responses to any comments, representations or objections made by LGPL (if requested).

(8) LGPL shall act reasonably and in good faith in considering whether or not to provide its approval or in reviewing any consultation materials and making any requests, representations, or objections.

(9) The undertaker shall act reasonably and in good faith in preparing and providing materials and in responding to any requests, representations, or objections from LGPL.

(10) The undertaker shall keep a written record of all approval or consultation communications, including comments, requests, responses, representations, objections, and meeting notes, and shall provide a copy to LGPL upon request and shall provide a copy of any relevant request, representation, or objections from LGPL to the MMO with any application that is to be submitted to the MMO pursuant to Schedule 16 (deemed marine licence) or otherwise in respect of a plan, works or other proposal upon which LGPL has been consulted, provided that LGPL provide those requests, representations or objections to the undertaker before the relevant application is submitted to the MMO.

SCHEDULE 16 – DEEMED MARINE LICENCE

PART 2 – CONDITIONS

Paragraph 1(3):

- Delete sub-paragraphs (d) and (e).
- Add new sub-paragraph (d)- “there are to be no cable crossings caused by the construction of Work No.6 in the Sunk Pilot Boarding area or the Long Sand Head Two-Way Route crossing area.”