

The Great Grid Upgrade

Sea Link

Sea Link

Volume 9: Examination Submissions

Document 9.75: Status of Negotiations with Statutory Undertakers and Schedule of Protective Provisions

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Sea Link Document Control

Version			
Date	Version	Status	Description / Changes
18/11/2025	A	Final	Deadline 1
09/01/2026	B	Final	Deadline 3 update
10/03/2026	C	Final	Deadline 5 update
13/04/2026	D	Final	Deadline 6 update
April 2026	E	Final	Deadline 7 update

1. About This Document

1.1 Introduction

- 1.1.1 Pursuant to Annex E of the Rule 6 Letter, issued by the Examining Authority (ExA) to the Applicant on 19 September 2025, this document provides details relating to the status of negotiations with statutory undertakers, providing further detail of ongoing discussions between the applicant and those statutory undertakers with outstanding concerns which have not been provided within the Land Rights Tracker, including:
- 1.1.2 A schedule of progress in relation to each statutory undertaker where s127 and/ or s138 of the PA2008 applies and that sets out:
- An up-to-date list of statutory undertakers.
 - The nature of their undertakings.
 - The statutory undertaker's land, rights or apparatus that would be affected and how it would be affected.
 - The progress made in discussions with statutory undertakers since the last update in relation to the tests set out in s127(3)(a) or (b), s127(6)(a) or (b) and s138(4) of the PA2008.
 - Any agreement or differences between the applicant and the statutory undertaker about whether the tests have been met.
 - A summary of the progress made since the last update, any outstanding matters, the next steps to be taken, and the progress anticipated by the close of the examination.
 - A schedule of progress in relation to the protective provisions included in the draft Development Consent Order (dDCO), and any related side agreements, setting out:
 - The name of each organisation that each protective provision applies to where this is not identified in the dDCO.
 - The scope and purpose of any relevant side agreements with each organisation.
 - Whether the protective provisions and any side agreements have been agreed with each organisation, providing written evidence from each party of any agreement. If written confirmation is not received by all relevant parties before the close of the examination, then the ExA may be minded to recommend to the Secretary of State that it does not make a decision until it has satisfied itself that the protective provisions and any relevant side agreements have been agreed.
 - A summary of the progress made since the last update, any outstanding matters, the next steps to be taken, and the progress anticipated by the close of the examination.

- 1.1.3 Due to this information being published on the project webpage, commercial and/or confidential details are not included.

2. Schedules of Statutory Undertakers and Protective Provisions

2.1 Affected Statutory Undertakers and Parties Requesting Protective Provisions

- 2.1.1 Table 2.1 provides a schedule of progress in relation to each SU where s127 and/or S138 of the Planning Act 2008 applies, based on information contained in Application Document 4.2 (H) Statement of Reasons and the Application Document 9.16 (F) Land Rights Tracker.
- 2.1.2 This is the fifth iteration of this schedule, which is to be submitted to the Examining Authority at Deadline 7.
- 2.1.3 The Applicant and relevant statutory undertakers and parties requesting protective provisions and/or side agreements have made good progress in negotiations, reaching agreement in a number of cases. Where agreement is yet to be reached, the Applicant will continue to engage with these parties beyond the close of the DCO examination and will provide the ExA with updates as appropriate in due course.

2.2 Protective Provisions in the DCO

- 2.2.1 Schedule 15 of the dDCO sets out the Applicant's standard protective provisions in two parts. These protective provisions are in favour of the following undertakers:
- Part 1: Electricity, Gas, Water and Sewerage Undertakers
 - Part 2: Operators of Electronic Communications Code Networks
- 2.2.2 In addition to the standard protective provisions in Schedule 15, the Applicant has negotiated bespoke protective provisions and other side agreements with a range of statutory undertakers and other parties who have requested them. Where sufficiently progressed, bespoke protective provisions are included in the dDCO. Updates on the status of negotiations in each case are set out in Table 2.2.
- 2.2.3 The current position of the negotiation of protective provisions is therefore summarised as either 'agreed' or 'under negotiation'.
- 2.2.4 Where protective provisions have not been agreed in full, the new Tables 2.3-2.11 present the Applicant's understanding of the outstanding points in the draft protective provisions with each party and the Applicant's justification for its preferred wording.

2.3 Negotiations with Statutory Undertakers

Table 2.1: Schedule of Negotiations with Statutory Undertakers – Deadline 7 Update

Statutory Undertaker	Nature of Undertaking	Plots	Land, rights or apparatus affected	Engagement of s.127 and/or s.138	Status of negotiation
Anglian Water Services Limited	Water and Sewage	Suffolk: 5/32, 1/11, 5/27, 5/29, 2/73, 2/77	The Proposed Project HVDC cable route crosses or is situated in close proximity to a number of pipes for Foul Water Rising Mains, Effluent pipes and Gravity Foul Sewers. In addition, the proposed bridge for a permanent access route over the River Fromus requires foundation and abutment construction	Please see Application Document 9.106.1 The Applicant's Section 127 and Section 138 Statement, submitted at Deadline 7.	The Applicant and the statutory undertaker have reached agreement on a set of bespoke protective provisions which are included in the dDCO.
Northumbrian Water Group Limited (Essex & Suffolk Water)	Water and Sewage	Suffolk: 1/2, 1/4, 1/5, 1/7, 1/8, 1/9, 1/10, 1/11, 1/13, 1/14, 1/16, 1/17, 1/18, 1/19, 1/20, 1/21, 1/22, 1/23, 1/24, 1/25, 1/26, 1/27, 1/28, 1/29, 1/30, 1/31, 1/32, 1/33, 1/34, 1/35, 1/36, 1/37, 1/38, 1/39, 1/40, 1/41, 1/42, 1/43, 1/44, 1/45, 1/46, 1/47, 1/48,	The Proposed Project has 1x trenchless crossing methodology for HVDC cable to run underneath a Distribution Main; 3x open cut HVDC cables crossing Distribution Mains; protection required for Mains underneath bellmouths and haul roads.	Please see Application Document 9.106.1 The Applicant's Section 127 and Section 138 Statement, submitted at Deadline 7.	The Applicant included its proposed bespoke protective provisions in the version of the dDCO submitted at Deadline 5 and negotiations with the statutory undertaker have been continuing. The Applicant has included an updated set of protective provisions at Deadline 7 although these are not yet agreed – please see Table 2.9 which sets out the Applicant's understanding of the outstanding points in the

Statutory Undertaker	Nature of Undertaking	Plots	Land, rights or apparatus affected	Engagement of s.127 and/or s.138	Status of negotiation
		1/49, 1/52, 1/56, 1/57, 1/58, 1/60, 1/64, 1/67, 1/75, 1/76, 1/77, 1/78, 1/79, 1/80, 1/81, 1/82, 1/83, 1/84, 1/85, 1/86, 1/87, 1/90, 1/92, 1/93, 1/94, 1/95, 1/98, 1/99, 1/100, 2/1, 2/5, 2/6, 2/7, 2/7a, 2/7b, 2/20, 2/20c, 2/20d, 2/40, 2/43, 2/49, 2/52, 2/55, 2/57, 2/58, 2/59, 2/61, 2/65, 2/66, 2/77, 2/84, 2/100, 3/17, 3/38, 3/39, 3/40, 3/45, 3/46, 3/47, 3/49, 3/51, 3/53, 3/55, 3/56, 3/57, 3/59, 3/63, 4/2, 4/4, 4/5, 4/6, 4/8, 4/9, 4/10, 4/11, 4/14, 4/15, 4/16, 4/17, 4/19, 4/24, 4/25, 4/26, 5/1, 5/2, 5/14, 5/17, 5/19, 6/3			<p>draft protective provisions and the Applicant's justification for its preferred wording.</p> <p>There are also ongoing negotiations relating to an Asset Protection Agreement. The terms are agreed in principle but this is not yet finalised due to the outstanding points in the draft protective provisions. The Applicant will continue discussions with NWL following Deadline 7.</p>
Southern Water Services Limited	Water and Sewage	Kent: 1/1, 1/7, 1/8, 1/10, 2/81, 2/82, 2/83, 3/41, 3/44, 3/46, 3/47, 3/49, 3/52, 3/53, 3/54, 3/74, 3/75, 3/77, 3/79, 3/80, 3/81, 3/85,	The Proposed Project interfaces with a number of Foul Water Rising Mains, Water Trunk Mains and Water Mains associated with HVDC trenchless crossings, construction of haul roads and Temporary	Please see Application Document 9.106.1 The Applicant's Section 127 and Section 138 Statement, submitted at Deadline 7.	The Applicant and the statutory undertaker have reached agreement on a set of bespoke protective provisions which are included in the dDCO at Deadline 7, replacing those which were included at Deadline 5.

Statutory Undertaker	Nature of Undertaking	Plots	Land, rights or apparatus affected	Engagement of s.127 and/or s.138	Status of negotiation
		3/86, 3/87, 3/91, 3/92, 3/95, 3/96, 3/97, 3/97a, 3,99, 3/100, 3/101, 3/102, 4/5, 4/6, 4/7, 4/10, 4/11, 4/12, 4/13, 4/19, 4/19a, 4/21, 4/22, 4/23, 4/25, 4/26, 4/27, 6/1	Attenuation Outfall Pipe crossings.		
Cadent Gas Limited	Gas Transporter	Suffolk: 1/2, 1/4, 1/5, 1/7, 1/8, 1/9, 1/10, 1/11, 1/12, 1/49, 1/50, 1/53, 1/58, 1/64, 1/67, 1/74, 1/88, 1/89, 1/91, 1/92, 1/93, 1/94, 1/95, 1/96, 1/98, 1/99, 1/100, 2/5, 2/6, 2/7, 2/7a, 2/7b, 5/14, 5/17, 5/19, 5/27, 5/29, 5/32	The Proposed Project will require an open cutting HVDC crossing underneath Cadent's gas main running north to south in Leiston Road and underneath a gas main under the old railway line. Depending on separation NGET may need to expose Cadent's asset to install cathodic protection. Construction of a temporary bellmouth may interface with apparatus in the verge.	Please see Application Document 9.106.1 The Applicant's Section 127 and Section 138 Statement, submitted at Deadline 7.	The Applicant and the statutory undertaker have reached agreement on a set of bespoke protective provisions which are included in the dDCO at Deadline 7, replacing those which were included at Deadline 5..
Southern Gas Networks Limited	Gas Transporter	Kent: 3/12, 3/13, 3/14, 3/15, 3/80, 3/87, 3/88, 3/91, 3/92, 3/93, 3/96, 3/100, 4/2, 4/26	2x medium pressure mains interface with the access road and temporary construction compound, and the trenchless HVDC cable requiring monitoring during drilling.	relevant tests. Please see Application Document 9.106.1 The Applicant's Section 127 and Section 138 Statement, submitted at Deadline 7.	The Applicant and the statutory undertaker have reached agreement on a set of bespoke protective provisions which are included in the dDCO.

Statutory Undertaker	Nature of Undertaking	Plots	Land, rights or apparatus affected	Engagement of s.127 and/or s.138	Status of negotiation
City Fibre Holdings Limited	Telecommunications	Suffolk: 1/1	Fibre cable within the highway.	Please see Application Document 9.106.1 The Applicant's Section 127 and Section 138 Statement, submitted at Deadline 7.	The Applicant pursued engagement with the statutory undertaker throughout examination, however, there has been no response from City Fibre Holdings Limited indicating that bespoke protective provisions or a side agreement is not required. The statutory undertaker will therefore benefit from the standard protective provisions set out in Schedule 15 of the dDCO.
EXA Infrastructure	Telecommunications	Suffolk: 3/35, 3/37, 3/40, 3/60, 3/61, 3/63, 3/64, 4/1, 4/3, 4/4	Haul road interface requiring asset protection to be installed and HVDC open cut cable installation requiring appropriate clearance.	Please see Application Document 9.106.1 The Applicant's Section 127 and Section 138 Statement, submitted at Deadline 7.	A signed SoCG [REP1-090] was submitted at deadline 1 and the statutory undertaker will rely on the standard protective set out in Schedule 15 of the dDCO.
National Grid Electricity Transmission plc	Electricity Transmitter	Kent: 1/1, 1/2, 1/3, 1/4, 1/5, 1/7, 1/8, 1/9, 1/10, 1/11, 1/12, 1/13, 1/14, 1/15, 1/16, 1/17, 1/18, 1/20, 1/21, 1/22, 1/49a, 1/69, 1/70, 1/71, 1/72, 1/73, 2/2, 2/3, 2/4, 2/5, 2/6, 2/7, 2/8, 2/10, 2/11, 2/12, 2/13, 2/14, 2/15, 2/16, 2/17, 2/18,	Subsoil fronting land to the southwest of Kings End Cottage, Richborough Road Interface with existing overhead electricity distribution lines in Kent and Suffolk.	N/A	N/A

Statutory Undertaker	Nature of Undertaking	Plots	Land, rights or apparatus affected	Engagement of s.127 and/or s.138	Status of negotiation
		2/19, 2/20, 2/20b, 2/20d, 2/22a. 2/23, 2/24, 2/26, 2/27, 2/28, 2/29, 2/30, 2/31, 2/32, 2/33, 2/34, 2/35, 2/36, 2/36a, 2/37, 2/38, 2/40, 2/41, 2/42, 2/44, 2/46, 2/47, 2/48, 2/49, 2/50, 2/51, 2/52, 2/53, 2/54, 2/55, 2/56, 2/57, 2/58, 2/59, 2/60, 2/61, 2/62, 2/63, 2/65, 2/66, 2/67, 2/68, 2/69, 2/70, 2/71, 2/72, 2/73, 2/74, 2/75, 2/76, 2/77, 2/81, 2/84, 2/85, 2/91, 2/98, 2/99, 2/105, 3/1, 3/16, 3/17, 3/18, 3/59, 3/60, 3/61, 3/65, 4/10, 4/25			
		Suffolk: 1/49a, 1/69, 1/70, 1/71, 1/72, 1/73, 2/10, 2/11, 2/14, 2/15, 2/16, 2/17, 2/18, 2/19, 2/20, 2/20b, 2/20d, 2/22a, 2/23, 2/24, 2/26, 2/27, 2/28, 2/29, 2/31, 2/32, 2/33, 2/34, 2/35, 2/36,			

Statutory Undertaker	Nature of Undertaking	Plots	Land, rights or apparatus affected	Engagement of s.127 and/or s.138	Status of negotiation
		2/36a, 2/37, 2/38, 2/40, 2/41, 2/99, 3/1, 3/16, 3/17, 3/			
National Grid Ventures Limited	Electricity Generator	Kent: 2/125, 2/126, 3/90, 3/101, 3/102, 3/103, 3/104, 3/105, 3/106, 3/107, 3/108, 3/109, 3/110, 3/111, 3/112, 5/1,5/6, 5/8, 5/9, 5/17, 5/25, 5/26, 5/27, 5/28, 5/29, 5/30, 5/30a, 5/31, 5/32, 5/33, 5/34, 5/35, 5/36, 5/37, 5/39, 5/40, 5/41, 5/42, 5/43, 5/44, 5/45, 5/46, 5/47, 5/48	HVDC crosses underground electricity transmission lines.	Please see Application Document 9.106.1 The Applicant's Section 127 and Section 138 Statement, submitted at Deadline 7.	The Applicant is continuing its engagement with the statutory undertaker as part of ongoing coordination activities. National Grid Ventures will rely on the standard protective provisions set out in Schedule 15 of the dDCO.
Network Rail Infrastructure Ltd	Railways	Kent: 2/56, 2/65, 2/66, 2/67, 2/69, 2/70, 2/71, 2/72, 2/73, 2/74, 2/75, 2/76, 2/78, 2/79, 2/84, 2/107, 2/108, 2/109, 2/110, 2/111, 2/112, 2/113, 2/114, 2/115, 2/116, 2/117, 2/123, 2/186, 2/187, 2/188, 3/3, 3/80, 3/86, 3/87	Kent: Use of 2x level crossings forming part of the public highway; 1x construction access using an existing level crossing, requiring upgrades to the level crossing and protection to the rails; 400kV overhead lines to be installed over the rail line. Suffolk: Overbridging of the Benhall Rail Bridge.	Please see Application Document 9.106.1 The Applicant's Section 127 and Section 138 Statement, submitted at Deadline 7.	The Applicant is continuing to pursue engagement with the statutory undertaker. It has now received NRIL's comments on the Applicant's proposed protective provisions (as included in the version of the dDCO submitted at Deadline 5). A further revised set of protective provisions has been included in the dDCO submitted at deadline 7.. The Applicant has now also received the draft framework

Statutory Undertaker	Nature of Undertaking	Plots	Land, rights or apparatus affected	Engagement of s.127 and/or s.138	Status of negotiation
		Suffolk: 5/27, 5/29, 5/32, 7/22, 7/26, 7/21			agreement which is under review. The Applicant hopes to set up a meeting to discuss the outstanding points with Network Rail soon after Deadline 7.
OCU Group Limited	Telecommunications	Kent: 2/110, 2/114, 2/116	Interface with underground fibre cables.	Please see Application Document 9.106.1 The Applicant's Section 127 and Section 138 Statement, submitted at Deadline 7.	The Applicant pursued engagement with the statutory undertaker throughout examination but had no response from OCU Group Limited indicating that bespoke protective provisions or a side agreement is not required. The statutory undertaker will therefore rely on the standard protective provisions set out in Schedule 15 of the dDCO.
Openreach Limited	Telecommunications	Kent: 1/1, 1/2, 2/31, 2/81, 2/82, 2/83, 3/2, 3/4, 3/5, 3/6, 3/9, 3/11, 3/13, 3/15, 3/16, 3/18, 3/19, 3/22, 3/23, 3/25, 3/26, 3/35, 3/88, 3/90, 3/91, 3/92, 3/97, 3/97a, 3/98a 3/100, 3/101, 3/111, 4/4, 4/10, 4/12, 4/13, 4/18, 4/19, 4/19a 4/21, 4/22, 4/23,	Trenchless HVDC cable crossing Openreach ducts and open cut HVDC cable crossing Openreach ducts requiring appropriate clearance and monitoring; haul road and temporary bellmouth operating under existing overhead lines require clearances to be managed and asset protection for ducts.	Please see Application Document 9.106.1 The Applicant's Section 127 and Section 138 Statement, submitted at Deadline 7.	The Applicant pursued engagement with the statutory undertaker throughout examination but had no response from Openreach Limited. The statutory undertaker will rely on the standard protective provisions set out in Schedule 15 of the dDCO.

Statutory Undertaker	Nature of Undertaking	Plots	Land, rights or apparatus affected	Engagement of s.127 and/or s.138	Status of negotiation
		<p>4/24, 4/26, 4/27, 4/28, 6/1, 6/6</p> <p>Suffolk:</p> <p>1/1, 1/12, 1/14, 1/16, 1/18, 1/25, 1/50, 1/72, 1/74, 1/75, 1/76, 1/81, 2/2, 2/3, 2/4, 2/27, 2/28, 2/31, 2/40, 2/43, 2/44, 2/49, 2/51, 2/52, 2/53, 2/55, 2/73, 2/77, 3/4, 3/5, 3/53, 3/54, 3/55, 3/56, 3/57, 3/58, 3/60, 3/61, 3/62, 3/64, 4/1, 4/12, 4/13, 4/27, 5/14, 5/17, 5/18, 5/19, 5/22, 6/3, 6/6</p>			
Scottish Power (UK) Renewables (SPR) Limited	Electricity Generator	<p>Suffolk:</p> <p>1/49a, 1/69, 1/70, 1/71, 1/72, 1/73, 2/4, 2/5, 2/6, 2/7a, 2/7b, 2/8, 2/8a, 2/9, 2/10, 2/10a, 2/11, 2/11a, 2/12, 2/13, 2/14, 2/15, 2/15b, 2/16, 2/17, 2/18, 2/20, 2/20b, 2/20c, 2/20d, 2/20e, 2/20f, 2/35, 2/36, 2/37, 2/38, 2/42, 2/46, 2/47, 2/48, 2/57, 2/58,</p>	The Proposed Project Order Limits overlap with land owned by SPR UK Ltd	Please see Application Document 9.106.1 The Applicant's Section 127 and Section 138 Statement, submitted at Deadline 7.	The Applicant is continuing to pursue engagement with the statutory undertaker on protective provisions and related bespoke commercial agreements for SPR, EA1N and EA2, noting that the interests between these entities overlap considerably. The Applicant received proposed protective provisions for SPR and has provided proposed protective provisions in respect of EA1N and EA2 which are included

Statutory Undertaker	Nature of Undertaking	Plots	Land, rights or apparatus affected	Engagement of s.127 and/or s.138	Status of negotiation
		2/59, 2/60, 2/61, 2/63, 2/64, 2/65, 2/68, 2/69, 2/70, 2/71, 2/72, 2/72a, 2/72b, 2/72c, 2/76, 2/78, 2/78a, 2/78b, 2/79, 2/79a, 2/99, 3/20a, 3/21a, 3/22a			in the dDCO submitted at Deadline 7 and currently under review by the statutory undertaker. The Applicant hopes to reach agreement on the outstanding points shortly after Deadline 7.
East Anglia ONE North (EA1N)	Electricity Generator	Suffolk: 2/5a, 2/6a, 2/7, 2/11b, 2/12, 2/13, 2/15a, 2/19, 2/20, 2/20a, 2/20c, 2/20d, 2/20e, 2/35, 2/36, 2/36a, 2/37, 2/38, 2/42, 2/42a, 2/46, 2/46a, 2/47, 2/47a, 2/48, 2/52, 2/55, 2/57, 2/58, 2/59, 2/60, 2/61, 2/63, 2/64, 2/65, 2/68, 2/69, 2/70, 2/71, 2/72, 2/99, 3/20a, 3/21a, 3/22a	The Proposed Project cable ducts and haul roads will cross EA1N export cables.	Please see Application Document 9.106.1 The Applicant's Section 127 and Section 138 Statement, submitted at Deadline 7.	The Applicant is continuing to pursue engagement with the statutory undertaker on protective provisions and related bespoke commercial agreements for SPR, EA1N and EA2, noting that the interests between these entities overlap considerably. The Applicant has provided proposed protective provisions in respect of EA1N which are included in the dDCO submitted at Deadline 7 and currently under review by the statutory undertaker. The Applicant hopes to reach agreement on the outstanding points shortly after Deadline 7.
East Anglia TWO (EA2)	Electricity Generator	Suffolk: 2/5a, 2/6a, 2/7, 2/11b, 2/12, 2/13, 2/15a, 2/19, 2/20, 2/20a, 2/20c, 2/20d, 2/20e, 2/35, 2/36, 2/36a, 2/37, 2/38, 2/42, 2/42a,	The Proposed Project cable ducts and haul roads will cross EA2 export cables.	Please see Application Document 9.106.1 The Applicant's Section 127 and Section 138 Statement, submitted at Deadline 7.	The Applicant is continuing to pursue engagement with the statutory undertaker on protective provisions and related bespoke commercial agreements for SPR, EA1N and EA2, noting that the interests between these

Statutory Undertaker	Nature of Undertaking	Plots	Land, rights or apparatus affected	Engagement of s.127 and/or s.138	Status of negotiation
		2/46, 2/46a, 2/47, 2/47a, 2/48, 2/52, 2/55, 2/57, 2/58, 2/59, 2/60, 2/61, 2/63, 2/64, 2/65, 2/68, 2/69, 2/70, 2/71, 2/72, 2/99, 3/20a, 3/21a, 3/22a			entities overlap considerably. The Applicant has provided proposed protective provisions in respect of EA2 which are included in the dDCO submitted at Deadline 7 and currently under review by the statutory undertaker. The Applicant hopes to reach agreement on the outstanding points shortly after Deadline 7.
Thanet OFTO Limited	Electricity Generator	Kent: 3/90, 3/108, 3/111, 3/112, 5/1, 5/6, 5/8, 5/9, 5/17, 5/25, 5/26, 5/27, 5/28, 5/29, 5/30, 5/30a, 5/31, 5/32, 5/33, 5/34, 5/35, 5/36, 5/37, 5/39, 5/40, 5/41, 5/42, 5/43, 5/44, 5/45, 5/46, 5/47, 5/48	Easement crossing required.	Please see Application Document 9.106.1 The Applicant's Section 127 and Section 138 Statement, submitted at Deadline 7.	Thanet OFTO Limited has not indicated a requirement for bespoke protective provisions and will rely on the standard protective provisions set out in Schedule 15 of the dDCO.
UK Power Network Services (South East) Limited	Electricity Transmitter	Kent: 1/2, 1/5, 1/7, 1/14, 1/18, 1/19, 2/12, 2/15, 2/27, 2/35, 2/36, 2/39, 2/40, 2/41, 2/42, 2/45, 2/49, 2/50, 2/51, 2/54, 2/55, 2/60, 2/62, 2/63, 2/64, 2/65, 2/73, 2/83, 2/84, 2/85, 2/86,	Interfaces requiring diversion of underground and overhead lines, or sufficient clearance during construction	Please see Application Document 9.106.1 The Applicant's Section 127 and Section 138 Statement, submitted at Deadline 7.	The Applicant is in ongoing discussions with UKPN regarding the DCO application and Protective Provisions are included for UKPN's benefit at Schedule 15 to the DCO. These were shared with the statutory undertaker and confirmation that these are agreed is awaited.

Statutory Undertaker	Nature of Undertaking	Plots	Land, rights or apparatus affected	Engagement of s.127 and/or s.138	Status of negotiation
		2/145, 2/146, 2/149, 2/150, 2/151, 2/152, 2/155, 2/156, 2/157, 2/158, 2/159, 2/168, 2/173, 2/174, 2/180, 3/2, 3/7, 3/8, 3/42, 3/43, 3/46, 3/47, 3/48, 3/52, 3/53, 3/54, 3/55, 3/56, 3/57, 3/58, 3/59, 3/60, 3/61, 3/62, 3/74, 3/75, 3/77, 3/78, 3/79, 3/80, 3/82, 3/84, 3/85, 3/87, 3/88, 3/90, 3/91, 3/92, 3/95, 3/96, 3/97, 3/97a, 3/111, 4/5, 4/6, 4/10, 4/11, 4/13, 4/18, 4/19, 4/21, 4/22, 4/23, 4/24, 4/25, 4/26, 4/27, 6/1, 6/3, 6/4, 6/5, 6/6.			<p>The Applicant hopes to reach agreement.</p> <p>The Applicant received a proposed side agreement from UKPN on 10/04/2026 seeking a Deed of Grant and an Asset Protection Agreement. Comments have been returned on this on 27/04/2026 and are currently under review.</p> <p>The Applicant hopes to reach agreement on the outstanding points soon after Deadline 7.</p>
		Suffolk: 1/11, 1/25, 1/49a, 1/69, 1/70, 2/1, 2/3, 2/5, 2/6, 2/7, 2/8, 2/8a, 2/9, 2/10, 2/10a, 2/11, 2/11a, 2/11b, 2/12, 2/13, 2/14, 2/15, 2/15a, 2/15b, 2/19, 2/20, 2/20a, 2/20c, 2/20d, 2/24, 2/25,			

Statutory Undertaker	Nature of Undertaking	Plots	Land, rights or apparatus affected	Engagement of s.127 and/or s.138	Status of negotiation
		2/35, 2/36, 2/37, 2/38, 2/42, 2/42a, 2/43, 2/44, 2/46, 2/55, 2/73, 2/77, 2/84, 2/99, 2/100, 2/102, 2/103, 2/104, 2/157, 3/2, 3/5, 3/10, 3/11, 3/12, 3/14, 3/15, 3/16, 3/19, 3/20, 3/20a, 3/20b, 3/21, 3/21a, 3/21b, 3/22, 3/22a 3/39, 3/40, 3/41, 3/54, 3/62, 3/63, 3/64, 4/5, 4/7, 4/16, 4/18, 4/27, 5/14, 5/17, 5/18, 5/19, 5/21, 5/22			
The River Stour (Kent) Internal Drainage Board	Internal Drainage Board	2/84, 2/108, 2/111, 2/112, 2/113, 2/114, 2/117, 2/118, 2/119, 2/120, 2/123, 2/132, 2/133, 2/135, 2/136, 2/181, 2/184, 2/186, 3/1, 3/2, 3/58, 3/62, 3/64, 3/66, 3/7, 3/99, 4/9	Land drain	Please see Application Document 9.106.1 The Applicant's Section 127 and Section 138 Statement, submitted at Deadline 7.	The Applicant is not seeking to disapply the Land Drainage Act 1991, therefore bespoke protective provisions will not be required. However the Applicant will continue to engage with the statutory undertaker on an ongoing basis.
Virgin Media Limited	Telecommunications	Suffolk: 4/1, 4/13, 5/14, 5/17, 5/19	Apparatus within verge and carriageway at Leiston Road - Lower cabled ducts in grass verge to below proposed construction depth of the new haul road.	Please see Application Document 9.106.1 The Applicant's Section 127 and Section 138 Statement, submitted at Deadline 7.	Virgin Media has not indicated a requirement for bespoke protective provisions and will rely on the standard protective set out in Schedule 15 of the dDCO.

Statutory Undertaker	Nature of Undertaking	Plots	Land, rights or apparatus affected	Engagement of s.127 and/or s.138	Status of negotiation
Vodafone Limited	Telecommunications	Suffolk: 4/1, 4/13, 5/14, 5/17, 5/19	Vodafone assets in Leiston Road	Please see Application Document 9.106.1 The Applicant's Section 127 and Section 138 Statement, submitted at Deadline 7.	Vodafone has not indicated a requirement for bespoke protective provisions and will rely on the standard protective provisions set out in Schedule 15 of the dDCO.

2.4 Protective Provisions and Side Agreements

Table 2.2: Protective Provisions and Side Agreements – Deadline 7 Update

Organisation	Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	Progress since last update
Anglian Water	Bespoke protective provisions have been agreed.	A side agreement will not be required with Anglian Water.	Agreed.	The Applicant has agreed bespoke protective provisions in principle with Anglian Water. The final version will be included in the dDCO at Deadline 7.
Cadent Gas Limited	Bespoke protective provisions have been agreed.	The parties have reached agreement on terms relating to insurance and security provision.	Agreed.	The Applicant has agreed in principle bespoke protective provisions and a side agreement with Cadent. The final version of these protective provisions will be included in the dDCO at Deadline 7.

Organisation	Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	Progress since last update
Kent County Council (Highways Authority)	The parties remain in discussion and are seeking to reach agreement on bespoke protective provisions.	The Applicant does not anticipate that a side agreement will be required with Kent County Council (as highway authority).	Under negotiation	The Applicant is continuing its engagement with Kent County Council. The proposed protective provisions for the benefit of the local highways authorities were included in the version of the dDCO submitted at Deadline 5, although these are not yet agreed by Kent County Council.
Network Rail Infrastructure Ltd (NRIL)	The parties are in discussion and are seeking to reach agreement on bespoke protective provisions.	A Basic Asset Protection Agreement is in place. A draft Framework Agreement has been received and is under review. The Applicant hopes to set up a meeting to discuss the outstanding points with Network Rail soon after Deadline 7 and will provide an update to the ExA in due course	Under negotiation	The Applicant is continuing to pursue engagement with the statutory undertaker. It has now received NRIL's comments on the Applicant's proposed protective provisions (as included in the version of the dDCO submitted at Deadline 5). A further revised set of protective provisions has been included in the dDCO submitted at deadline 7. The Applicant has now also received the draft framework agreement which is under review. The Applicant hopes to set up a meeting to discuss the outstanding points with Network Rail soon after Deadline 7 and will provide an update to the ExA in due course.
Southern Gas Networks Limited (SGN)	Bespoke protective provisions have been agreed.	There are ongoing negotiations relating to a side agreement,	Agreed	The Applicant and SGN have reached agreement on a set of bespoke protective provisions

Organisation	Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	Progress since last update
		likely to cover insurance and security provision.		which are included in Schedule 15 of the dDCO.
Suffolk County Council (Highways Authority) (SCC)	The parties remain in discussion and are seeking to reach agreement on bespoke protective provisions.	A side agreement will not be required with Suffolk County Council (as highway authority).	Under negotiation	The proposed protective provisions for the benefit of the local highways authorities submitted at Deadline 5 are included in Schedule 15 of the dDCO however, these are not yet agreed by SCC and the Applicant will continue its engagement with SCC.
Dock and Harbour Authority (Harwich Haven Authority) (HHA)	HHA are not requesting bespoke protective provisions. The Applicant anticipates that HHA will rely on the standard protective provisions set out in the dDCO.	HHA are not requesting any side agreement.	Under negotiation	The parties are in ongoing discussions. A point of disagreement remains where HHA have requested a further requirement to Schedule 3 of the dDCO, which the Applicant considers secured in Schedule 16 of the dDCO.
Port of London Authority (PLA)	The parties are substantially agreed on a set of bespoke protective provisions, save for a small number of points of disagreement.	PLA are not requesting any side agreement.	Under negotiation	The parties have continued to engage and bespoke protective provisions are now substantially agreed
London Gateway Port Limited (LGPL)	The parties are substantially agreed on a set of bespoke protective provisions save for a small number of points of disagreement.	LGPL are not requesting any side agreement.	Under negotiation	The parties have continued to engage and bespoke protective provisions are now substantially agreed.
Scottish Power (UK) Renewables Limited (East)	The parties are in discussion and are seeking to reach	SPR has indicated that a Crossing Agreement will be required.	Under negotiation	The Applicant has included bespoke protective provisions in the version of the dDCO

Organisation	Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	Progress since last update
Anglia ONE North (EA1N) and East Anglia TWO (EA2))	agreement on bespoke protective provisions.	There is a proposed suite of commercial agreements between NGET and SPR which are in train, addressing the various physical and commercial interfaces.		submitted at Deadline 7 in favour of EA1N, EA2 and EA3. The Applicant is continuing negotiations and hopes to reach agreement on all fronts. It is expected that agreement will be reached.
Northumbrian Water Group Limited (NWG) (Essex and Suffolk Water)	The parties are in discussion regarding bespoke protective provisions. There are limited points outstanding between the Applicant and the statutory undertaker but the protective provisions are not yet agreed.	An Asset Protection Agreement is also under negotiation relating to the Applicant's compliance with the terms of the protective provisions.	Under negotiation	The Applicant included its proposed bespoke protective provisions in the version of the dDCO submitted at Deadline 5 and negotiations with the statutory undertaker have been continuing. The Applicant has included an updated set of protective provisions at Deadline 7 although these are not yet agreed – please see Table 2.9 which sets out the Applicant's understanding of the outstanding points in the draft protective provisions and the Applicant's justification for its preferred wording.
Sizewell C Ltd (SZC)	The Applicant is pursuing further discussion in order to reach agreement.	SZC have not requested a side agreement.	Requested	The Applicant continues to pursue further discussions with SZC however, SZC has to date not provided a further response regarding protective provisions. SZC will benefit from the standard provisions in respect of electricity undertakers in Schedule 15 of the dDCO.

Organisation	Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	Progress since last update
Southern Water Services Limited	Bespoke protective provisions have been agreed.	Not applicable	Agreed	The Applicant and the statutory undertaker have reached agreement on a set of bespoke protective provisions which are included in the dDCO at Deadline 7, replacing the protective provisions which were included at Deadline 5.
BT (British Telecommunications plc) (UK to Netherlands cable; UK to Belgium cable; Farland cable; Mercator cable)	BT is not requesting bespoke protective provisions. The Applicant anticipates that BT will rely on the standard protective provisions set out in the dDCO.	BT has indicated that a Crossing Agreement (out of service and in service) will be required.	Under negotiation	The Applicant continues to pursue further discussions with BT in respect of a Crossing Agreement. BT will benefit from the standard protective provisions set out in the dDCO.
UK Power Networks Limited (UKPN)	The parties remain in discussion seeking to reach agreement on protective provisions.	The Applicant received a side agreement from UKPN on 10/04/2026 seeking a Deed of Grant and an Asset Protection Agreement.	Under negotiation	The Applicant is in ongoing discussions with UKPN regarding the DCO application and has reached agreement in principle in relation to the Protective Provisions included for UKPN's benefit at Schedule 15 to the DCO.
National Grid Electricity Transmission plc	National Grid Electricity Transmission plc will benefit from the standard protective provisions set out in Schedule 15 of the dDCO.	N/A	N/A	N/A
City Fibre Holdings Limited	City Fibre Holdings Limited will rely on the standard protective provisions set out in Schedule 15 of the dDCO.	N/A	City Fibre Holdings Limited did not submit a Relevant Representation and has not requested any further protection.	The Applicant has sought further engagement with City Fibre Holdings Limited with no response to date. The statutory undertaker will benefit from the standard

Organisation	Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	Progress since last update
				protective provisions set out in Schedule 15 of the dDCO.
OCU Group Limited	OCU Group Limited will rely on the standard protective provisions set out in Schedule 15 of the dDCO.	N/A	OCU Group Limited did not submit a Relevant Representation and has not requested any further protection.	The Applicant has sought further engagement with OCU Group Limited with no response to date. The statutory undertaker will benefit from the standard protective provisions set out in Schedule 15 of the dDCO.
Openreach	Openreach will rely on the standard protective provisions set out in Schedule 15 of the dDCO.	N/A	Openreach did not submit a Relevant Representation and has not requested any further protection.	The Applicant has sought further engagement with Openreach with no response to date. The statutory undertaker will benefit from the standard protective provisions set out in Schedule 15 of the dDCO.
Thanet OFTO Limited	Thanet OFTO is not requesting bespoke protective provisions. The Applicant anticipates that Thanet OFTO will rely on the standard protective provisions set out in the dDCO.	Thanet OFTO has indicated that a Crossing Agreement will be required.	Under negotiation	The Applicant is maintaining ongoing discussions with Thanet OFTO Limited regarding a Crossing Agreement. The statutory undertaker will benefit from the standard protective provisions set out in Schedule 15 of the dDCO.
Five Estuaries Offshore Wind Farm Limited	Five Estuaries is not requesting bespoke protective provisions. The Applicant anticipates that Five Estuaries will rely on the standard protective provisions set out in the dDCO.	Five Estuaries has indicated that a Crossing Agreement will be required.	Under negotiation	The Applicant is maintaining ongoing discussions with Five Estuaries and substantial progress has been made on negotiation of a Crossing Agreement.

Organisation	Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	Progress since last update
North Falls Offshore Wind Farm Limited	North Falls is not requesting bespoke protective provisions. The Applicant anticipates that North Falls will rely on the standard protective provisions set out in the dDCO.	North Falls has indicated that a Crossing Agreement will be required.	Under negotiation	<p>The Applicant anticipates that Five Estuaries will rely on the standard protective provisions set out in the dDCO.</p> <p>The Applicant will pursue further discussions with North Falls on negotiation of a Crossing Agreement.</p> <p>The Applicant anticipates that North Falls will rely on the standard protective provisions set out in the dDCO.</p>
National Grid Ventures (NGV) Lion Link	The Applicant anticipates that NGV will rely on the standard protective provisions set out in Schedule 15 of the dDCO.	NGV has not indicated that a side agreement will be necessary.	N/A	Discussions between the parties are ongoing. The engagement is reflected in the draft SoCG [REP1-102] between the parties submitted at deadline 1 and the Coordination Document [APP-363] which formed part of the original application. An updated SoCG was submitted at Deadline 5 and a further update is provided at Deadline 7.
EXA Infrastructure	EXA Infrastructure is not requesting bespoke protective provisions. The Applicant anticipates that EXA Infrastructure will rely on the standard protective provisions set out in the dDCO.	N/A	EXA Infrastructure did not submit a Relevant Representation and has not requested any further protection.	A signed SoCG [REP1-090] was submitted at deadline 1 and the statutory undertaker will rely on the standard protective set out in Schedule 15 of the dDCO.

Organisation	Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	Progress since last update
BritNed Development Limited	BritNed is not requesting bespoke protective provisions. The Applicant anticipates that BritNed Development Limited will rely on the standard protective provisions set out in the dDCO.	BritNed has indicated that a Crossing Agreement will be required.	Under negotiation	The Applicant will pursue further discussions on negotiation of a Crossing Agreement. The Applicant anticipates that BritNed will rely on the standard protective provisions set out in the dDCO.
Virgin Media	Virgin Media is not requesting bespoke protective provisions and will rely on the standard protective provisions set out in Schedule 15 of the dDCO.	N/A	Virgin Media did not submit a Relevant Representation and has not requested any further protection.	The Applicant has continued attempts to engage with Virgin Media, but has not yet received a response on the draft SoCG. The Applicant has submitted a copy of the SoCG at Deadline 7 signed by the Applicant only.
Vodafone	Vodafone are not requesting bespoke protective provisions and will rely on the standard protective provisions set out in Schedule 15 of the dDCO.	N/A	Vodafone did not submit a Relevant Representation and has not requested any further protection.	The Applicant has continued attempts to engage with Vodafone, but has not yet received a response on the draft SoCG. The Applicant has submitted a copy of the SoCG at Deadline 7 signed by the Applicant only.
NeuConnect Britain Ltd	NeuConnect is not requesting bespoke protective provisions and will rely on the standard protective provisions set out in Schedule 15 of the dDCO.	A Crossing Agreement is expected to be required.	Under negotiation	The Applicant will continue to pursue further discussions with NeuConnect on negotiation of a Crossing Agreement. The Applicant anticipates that NeuConnect will rely on the standard protective provisions set out in the dDCO.

Organisation	Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	Progress since last update
Gridlink Interconnector Limited	Gridlink is not requesting bespoke protective provisions and will rely on the standard protective provisions set out in Schedule 15 of the dDCO.	Gridlink Interconnector Limited has indicated a Crossing Agreement will be required.	Under negotiation	The Applicant is maintaining ongoing discussion with Gridlink on negotiation of a Crossing Agreement which will be informed by Schedule 3 of the dDCO. The Applicant anticipates that Gridlink will rely on the standard protective provisions set out in the dDCO.
Lumen Technologies UK Limited (Pan European Crossing cable; Tangerine cable)	Lumen Technologies UK Limited is not requesting bespoke protective provisions and will rely on the standard protective provisions set out in Schedule 15 of the dDCO.	A Crossing Agreement is expected to be required.	Under negotiation	The Applicant will continue to engage with Lumen Technologies UK Limited to determine their requirements. Discussions are ongoing on a draft Crossing Agreement is.
EXA Infrastructure (Q&E North Cable)*	EXA Infrastructure (Q&E North Cable) are not requesting bespoke protective provisions and will rely on the standard protective provisions set out in Schedule 15 of the dDCO.	A Crossing Agreement is expected to be required.	Under negotiation	The Applicant engaged with EXA Infrastructure which has signed an SoCG with the Applicant .
Blue Transmission London Array Limited	Blue Transmission London Array is not requesting bespoke protective provisions and will rely on the standard protective provisions set out in Schedule 15 of the dDCO.	The Applicant does not anticipate that a side agreement will be required with Blue Transmission London Array.	No action required	N/A
Riveroak Strategic Partners (RSP) (authorised undertaker for the Manston Airport Development Consent Order 2022)	Riveroak Strategic Partners are not requesting bespoke protective provisions	A side agreement is required covering works, access and damage to its pipeline that interfaces with the Proposed Project.	Under negotiation.	The Applicant is continuing to engage with Riveroak Strategic Partners to negotiate a side agreement to and will continue to engage with them.

Organisation	Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	Progress since last update
TC East Anglia One OFTO Limited (Transmission Investment – EA1 cable)	The Applicant anticipates that the stakeholder will rely on the standard protective provisions set out in Schedule 15 of the dDCO.	A Crossing Agreement is expected to be required.	Under negotiation	The Applicant will continue to engage with TC East Anglia One OFTO Limited to determine their requirements.
Scottish Power (UK) Renewables Limited (SPR) East Anglia Three	The parties are in discussion and are seeking to reach agreement on bespoke protective provisions.	A Crossing Agreement is required.	Under negotiation	The Applicant has included bespoke protective provisions in the version of the dDCO submitted at Deadline 7.
Nemo Link Limited	The Applicant anticipates that the stakeholder will rely on the standard protective provisions set out in Schedule 15 of the dDCO.	A Crossing Agreement is required.	Under negotiation	The Applicant will continue to engage with Nemo. The Applicant has received a draft Crossing Agreement for review.

*Denotes a change of ownership

2.5 The Applicant’s Proposals for Protective Provisions yet to be Agreed

2.5.1 In a number of cases the Applicant and parties identified in Table 2.2 have been unable to fully conclude the negotiation of bespoke protective provisions before Deadline 7. To further aid the ExA’s understanding of the position at this stage the Applicant has outlined in the Tables below the points in the draft protective provisions which are not agreed, along with its preferred wording and justification for inclusion.

Table 2.3: The Applicant's preferred wording of protective provisions for the benefit of East Anglia ONE North

- 2.5.2 The Applicant has been engaging with the statutory undertaker in relation to the protective provisions to be included for its benefit in the dDCO. As yet, the parties have not reached agreement on the terms of these protective provisions and so the Applicant has included its own preferred terms in the dDCO submitted at deadline 7.
- 2.5.3 The parties are largely agreed on the protections to be provided but disagree on the form of those protections across protective provisions and bespoke commercial side agreements. There are considerable overlaps in the interests of SPR, EA1N and EA2, particularly in terms of the construction of the Friston substation.
- 2.5.4 The Applicant is continuing to pursue engagement with the statutory undertaker on protective provisions and related bespoke commercial agreements for SPR, EA1N and EA2, noting that the interests between these entities overlap considerably. The Applicant provided the proposed protective provisions in respect of EA1N and EA2 which are included in the dDCO submitted at Deadline 7 and these are currently under review by the statutory undertaker along with accompanying side agreements which include detailed commercial aspects of the practical operation of those protective provisions.
- 2.5.5 The Applicant hopes to reach agreement on the outstanding points on each of these entities shortly after Deadline 7.

Table 2.4: The Applicant's preferred wording of protective provisions for the benefit of East Anglia TWO

- 2.5.6 The Applicant has been engaging with the statutory undertaker in relation to the protective provisions to be included for its benefit in the dDCO. As yet, the parties have not reached agreement on the terms of these protective provisions and so the Applicant has included its own preferred terms in the dDCO submitted at deadline 7.
- 2.5.7 The parties are largely agreed on the protections to be provided but disagree on the form of those protections across protective provisions and bespoke commercial side agreements. There are considerable overlaps in the interests of SPR, EA1N and EA2, particularly in terms of the construction of the Friston substation.
- 2.5.8 The Applicant is continuing to pursue engagement with the statutory undertaker on protective provisions and related bespoke commercial agreements for SPR, EA1N and EA2, noting that the interests between these entities overlap considerably. The Applicant provided the proposed protective provisions in respect of EA1N and EA2 which are included in the dDCO

submitted at Deadline 7 and these are currently under review by the statutory undertaker along with accompanying side agreements which include detailed commercial aspects of the practical operation of those protective provisions.

2.5.9 The Applicant hopes to reach agreement on the outstanding points on each of these entities shortly after Deadline 7.

Table 2.5: The Applicant's preferred wording of protective provisions for the benefit of East Anglia THREE

2.5.10 The Applicant has now agreed the terms of the protective provisions for the benefit of EA3 and included these terms in the dDCO submitted at deadline 7.

Table 2.6: The Applicant's preferred wording of protective provisions for the benefit of Kent County Council (Highways Authority)

2.5.11 The Applicant has been attempting to engage with Kent County Council in relation to the protective provisions to be included for its benefit in the dDCO. As yet, substantive comments have not been proposed on the protective provisions included in the dDCO submitted at Deadline 5 and the parties have therefore not reached agreement on the terms of these protective provisions. The Applicant has included its own preferred terms in the dDCO submitted at deadline 7 which is consistent with those included at deadline 5.

Table 2.7: The Applicant's preferred wording of protective provisions for the benefit of London Gateway Port

2.5.12 The Applicant has been engaging with LGPL in relation to the protective provisions to be included for its benefit in the dDCO. As yet, the parties have reached agreement on all but one aspect of the terms of these protective provisions and so the Applicant has included its own preferred terms in the dDCO submitted at deadline 7. The table below sets out the key difference between the deadline 7 protective provision and LGPL's preferred protective provisions along with the Applicant's justification for the difference.

Paragraph no.	Extract	Applicant's justification
3(1) - (30)	<p>The undertaker will consult LGPL on:</p> <p>2.5.13 the Cable Specification and Installation Plan (in so far as that plan relates to any specified work or the Areas of Safeguarded Water Depth) 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 Safeguarded Water Depth);</p> <p>2.5.14 the Navigation Installation Plan (in so far as that plan relates to any specified work or the Areas of Safeguarded Water Depth) 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 Safeguarded Water Depth);</p> <p>2.5.15 the offshore Construction and Environmental Management Plan (in so far as that plan relates to any specified work or the Areas of Safeguarded Water Depth) 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 Safeguarded Water Depth).</p>	<p>LGPL are seeking amendments throughout the PPs to the effect that LGPL would have approval rights on the form of these plans before they are submitted to the MMO for approval.</p> <p>The Applicant has included detailed consultation principles in the protective provisions to ensure comprehensive engagement on these plans before they are submitted for approval by the MMO in accordance with Condition 4 of the DML. This includes provisions which would require LGPL's comments and submissions on any disagreements with these plans to be submitted directly to the MMO along with the plans.</p> <p>The MMO can therefore be satisfied that the detail of the submitted plans has been discussed with LGPL in detail and will have the benefit of LGPL's position on any points which are not agreed with the Applicant.</p> <p>It is then for the MMO to consider the relevant information and make a determination on whether to approve or refuse those plans, and is able to consult directly with LGPL in doing so.</p> <p>Inclusion of approval rights to LGPL would conflict with the consultation that will be carried out with other port authorities alongside LGPL and would mean that comments from those authorities may be overridden by LGPL's approval or refusal of them.</p> <p>In the context of the consultation process being carried out with other port authorities, allowing LGPL approval rights would also result in a potentially excessive timeframe as all amends are consulted on, approved and reconsulted all before the plans are submitted to the MMO for its approval of the same matters and in respect of the same duty to ensure the safe and efficient navigation of these areas.</p> <p>The Applicant therefore opposes any approval rights for these plans, other than that of the MMO in determining the appropriateness of the plans in accordance with the DML. Provisions ensuring full and comprehensive consultation with</p>

Paragraph no.	Extract	Applicant's justification
		LGPL are included in the protective provisions submitted at Deadline 7.

Table 2.8: The Applicant's preferred wording of protective provisions for the benefit of Network Rail Infrastructure Limited

2.5.16 As set out in the tables above, the Applicant has been engaging with NRIL in relation to the protective provisions to be included for its benefit in the dDCO. As yet, the parties have not reached agreement on the terms of these protective provisions and so the Applicant has included its own preferred terms in the dDCO submitted at deadline 7. The table below sets out the key differences between the deadline 7 protective provision and NRIL's template protective provisions along with the Applicant's justification for the change.

Paragraph no.	Extract	Applicant's justification
2(1)	"asset protection agreement" means either an asset protection agreement, a basic asset protection agreement or both shall reasonably be determined by Network Rail to regulate the construction and maintenance of the specified work in a form prescribed from time to time by Network Rail;	Following discussions with NRIL, the Applicant has added clarity to the definition of asset protection agreement, which is used in paragraph 4(6).
2(1)	"construction" includes execution, placing, maintenance, alteration and reconstruction and	The Applicant has added "maintenance" to the definition of "construction" to ensure that

Paragraph no.	Extract	Applicant's justification
	<p>“construct” and “constructed” have corresponding meanings;</p>	<p>maintenance works are covered throughout the protective provisions.</p>
3(3)	<p>(3) Where under this Part of this Schedule Network Rail is required to act reasonably, any standard of reasonableness required to be exercised by Network Rail shall constitute the standard of reasonableness to be expected of a prudent railway statutory undertaker acting in compliance with its statutory and regulatory duties.</p>	<p>The Applicant has added this text in to make clear the relevant standard of reasonableness required by NRIL which should provide clarity in the interpretation of the protective provisions.</p>
4(1)	<p>The undertaker must not exercise the powers conferred by—</p> <ul style="list-style-type: none"> (a) article 20 (<i>discharge of water</i>); (b) article 22 (<i>authority to survey and investigate the land</i>); (c) article 51 (<i>felling or lopping of trees or shrubs</i>); (d) article 52 (<i>trees subject to tree preservation orders</i>); <p><i>in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.</i></p>	<p>Paragraph 4(1) requires the undertaker (as defined) to seek Network Rail’s consent prior to exercising certain powers under the draft DCO in respect of any railway property (again, as defined).</p> <p>The Applicant understands that Network Rail would seek control over an increased list of powers, including those related to the carrying out and maintenance of the authorised development (Articles 3 and 4), as well as those related to compulsory acquisition of land and rights (Articles 24, 25 and 26) and temporary possession (Articles 27 and 28). Additionally, the Applicant understands Network Rail would seek a general restriction on the use of compulsory powers over railway property without its consent. Although Network Rail could not unreasonably withhold consent in such circumstances (see paragraph 4(5)), NRIL’s template protective provisions do not otherwise ensure that consent (or otherwise a refusal to grant consent) would be provided expeditiously.</p> <p>The Applicant still anticipates that both the exercise of powers pursuant to the draft DCO in respect of</p>

Paragraph no.	Extract	Applicant's justification
		<p>railway property and the acquisition of land interests from Network Rail and other third parties would be addressed through voluntary agreement(s).</p> <p>However, and as is detailed further in Applicant's Application under Section 127 Planning Act 2008, the parties have been unable to yet reach agreement on Heads of Terms due to insufficiently precise information being available in relation to the overhead line over the railway. This information will be available following detailed design. The Applicant has concerns that the inclusion of Paragraph 4(1) in a stronger form would have enabled NRIL to dictate not only the nature of the interest(s) in railway property granted for the project but also the commercial terms (including those related to compensation) on which such an interest may be granted and statutory powers exercised.</p> <p>As a consequence, Paragraph 4(1) as previously drafted would have the potential to hinder the progress of a nationally significant infrastructure project, since it would fetter the exercise of the Applicant's rights and powers under the draft DCO and would compromise the Applicant's ability to secure the necessary rights over land required for construction and operation of the project in a manner which is in accordance with the Applicant's statutory duties. The Applicant has, therefore, taken the decision to limit the extent of powers to which Paragraph 4(1) would apply, to not include the general restriction on the use of compulsory acquisition powers and also to include within Paragraph 4(5) a deemed consent mechanism which</p>

Paragraph no.	Extract	Applicant's justification
		<p data-bbox="1323 201 2063 528">broadly mirrors an equivalent mechanism found elsewhere within the Protective Provisions. As a promoter of a nationally significant infrastructure project, the Applicant takes seriously its obligation to ensure that statutory undertakers' apparatus and equipment is protected through the inclusion of adequate protective provisions, as considered necessary and relevant to each statutory undertaker's undertaking.</p> <p data-bbox="1323 544 2074 831">In this context, the Applicant notes that Paragraph 5 already requires NRIL's approval to be sought before any 'specified work' (as defined) is permitted to be carried out. As a consequence, NRIL's operational undertaking would not be adversely affected by any works undertaken as part of the project, even if rights were separately compulsorily acquired to construct and operate the project on NRIL's land.</p> <p data-bbox="1323 847 2074 1318">Since NRIL's undertaking and railway property will continue to benefit from the protections contained within the Protective Provisions, the Applicant's position is that its preferred position on Paragraph 4(1) and 4(5) is appropriate, proportionate and necessary to avoid what would otherwise be an inappropriate and unnecessary further constraint on the Applicant's ability to successfully deliver the project. The Applicant intends that private treaty negotiations with Network Rail will continue in parallel with the compulsory acquisition process with a view to concluding an agreement as soon as practicably possible.</p>

Paragraph no.	Extract	Applicant's justification
4(5)	<p>(5) Where Network Rail is asked to give its consent pursuant to this paragraph –</p> <p>(a) such consent must not be unreasonably withheld but may be given subject to reasonable conditions in the circumstances; and</p> <p>(b) such consent must not be unreasonably delayed and if, by the end of 28 days beginning with the date on which such request for Network Rail's consent was made, Network Rail has not intimated its refusal together with the grounds of any such refusal of consent, the undertaker may serve upon Network Rail written notice requiring Network Rail to intimate approval or disapproval within a further period of 14 days beginning with the date upon which Network Rail receives written notice from the undertaker. If by the expiry of the further 14 days Network Rail has not intimated consent or refusal of consent, Network Rail is deemed to have given consent for the exercise of the respective powers.</p>	<p>For the reasons explained above, the Applicant has included a deemed consent mechanism. The Applicant considers that a 42 day period to respond to requests for consent is reasonable given (a) the critical national need which necessitates the timely delivery of the project, (b) the limited nature of requests for consent or approval to which Paragraph 4(5) would apply, and (c) the nature of the Network Rail asset(s) which could conceivably form the subject matter of any approvals process.</p>
5(3)	<p>(3) Where Network Rail refuses its approval of the plans supplied to it pursuant to the sub-paragraph (1) Network Rail shall provide reasons for such refusal in writing</p>	<p>The Applicant has added in this wording which would require NRIL's engineer to provide reasons for their approval to refuse a plan submitted under paragraph 5. This will assist the Applicant in revising plans, where reasonable, to accommodate concerns raised by NRIL's engineer which should streamline the approvals process.</p>

Paragraph no.	Extract	Applicant's justification
	<p>and the undertaker shall revise the relevant plans to accommodate such reasons where reasonable to do so and the process in sub-paragraphs (1) and (2) shall be repeated.</p>	
5(4)	<p>(4) If Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail by the earlier of the date:</p> <p>(a) on which the engineer intimates their approval of the plans under sub-paragraph (2); or</p> <p>(b) that is the end of the period of 14 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2)(b)</p> <p>then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved</p>	<p>The Applicant has amended paragraph 5(4) of NRIL's template protective provisions. This paragraph would give NRIL a right to provide a notice to undertake parts of specified works which could affect the stability of railway property or the safe operation of traffic on a railway. The Applicant's amendments make clear that such step-in right will only apply to works to railway infrastructure, railway apparatus or railway equipment and not to works to the Applicant's electricity transmission network. The amendments reflect that it would be inappropriate for NRIL to step-in to undertake works to the electricity network and so these works must remain with the Applicant.</p>

Paragraph no.	Extract	Applicant's justification
5(5)	<p>or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker PROVIDED THAT such specified works to which this paragraph shall apply shall be limited to works to railway infrastructure, railway apparatus or railway equipment and shall not extend to any works carried out on the undertaker's electricity transmission network.k</p> <p>(5) If Network Rail give notice to the undertaker under sub-paragraph (4) then, if reasonably required by the undertaker upon reasonable prior written notice, Network Rail will also construct any adjoining part of the specified work ("adjoining work"), PROVIDED THAT such adjoining work is integral to and necessary to be carried out in conjunction with that specified work, without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker, subject to—</p> <ul style="list-style-type: none"> (a) such adjoining work being located on railway property; (b) Network Rail having sufficient rights to carry out such adjoining work; (c) the undertaker first providing Network Rail with the requisite plans, specifications and any other information reasonably required by Network Rail to enable it to carry out such adjoining work; (d) the engineer's approval of such adjoining work; and 	<p>To accompany the drafting of 5(4), the Applicant has also incorporated the principle of "adjoining work" that the Secretary of State deemed it appropriate to include in the National Grid (Yorkshire Green Energy Enablement Project) Development Consent Order 2024 ("the Yorkshire Green DCO"). This means that if reasonably required by the Applicant upon reasonable prior written notice, NRIL will also construct any adjoining part of the specified work ("adjoining work") without unnecessary delay on behalf of and to the reasonable satisfaction of the Applicant in accordance with approved plans, and under the supervision (where appropriate and if given) of the Applicant, subject to certain provisions. This would allow for efficient ways of working.</p>

Paragraph no.	Extract	Applicant's justification
5(6)	<p>(e) Network Rail being able to recover its costs of carrying out such adjoining work pursuant to paragraph 14(1).</p> <p>(6) When signifying their approval of the plans pursuant to sub-paragraphs (1) and (2) the engineer may specify any protective works (whether temporary or permanent) which in the engineer's opinion (acting reasonably) need to be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and such protective works as may be reasonably necessary for those purposes must be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker in either case without unnecessary delay and the undertaker must not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to their reasonable satisfaction PROVIDED THAT any such protective works would be on land held or controlled by Network Rail, and such protective works are authorised or are development permitted by either an Act of Parliament or a general development order made under the 1990 Act.</p>	<p>The Applicant has added the proviso wording at the end of this subparagraph to make clear that any protective works requested by NRIL must be deliverable under existing powers. Given the time pressures on the Sea Link project in the context of the Great Grid Upgrade, the Applicant cannot risk delivery of its projects being frustrated by being obligated to deliver works that fall outside of its existing powers.</p>

Paragraph no.	Extract	Applicant's justification
5	N/A	The Applicant has made amendments which would wrap up the various expenses referred to throughout NRIL's template protective provisions into the general indemnity at paragraph 14 and so has removed separate wording on expenses from the end of paragraph 5.
7	<p>The undertaker must—</p> <ul style="list-style-type: none"> (a) subject to compliance with all applicable health and safety requirements of Network Rail, at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and (b) supply the engineer with all such information as they may reasonably require with regard to a specified work or the method of constructing it 	The Applicant has added the reference to “subject to compliance with all applicable health and safety requirements of Network Rail” to this paragraph. It is important that health and safety requirements are complied with while NRIL's engineer is given access to specified works during construction.
8	<p>Network Rail must—</p> <ul style="list-style-type: none"> (a) subject to compliance with all applicable health and safety requirements of Network Rail, at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by Network Rail under this Part of this Schedule during their construction; and (b) supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them. 	As with paragraph 7, the Applicant has added the reference to “subject to compliance with all applicable health and safety requirements of Network Rail” to this paragraph. Again, it is important that health and safety requirements are complied with while the Applicant is given access to any NRIL works.

Paragraph no.	Extract	Applicant's justification
9(2)	<p>(2) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway property or traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and construct it without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under paragraph 5, and under the supervision (where appropriate and if given) of the undertaker, and the undertaker must, notwithstanding any such approval of a specified work under paragraph 5(3), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may suffer by reason of the execution by Network Rail of that specified work PROVIDED THAT such specified works to which this paragraph shall apply shall be limited to works to railway infrastructure, railway apparatus or railway equipment and shall not extend to any works carried out on the undertaker's electricity transmission network.</p>	<p>The Applicant has made some amendments to the step-in right in paragraph 9(2) of NRIL's template protective provisions. It has introduced the requirement for NRIL to construct the relevant works without unnecessary delay and to the reasonable satisfaction of the Applicant in accordance with approved plans and under the supervision of the Applicant (if given). This reflects wording already included in the template protective provisions in relation to the step-in right in paragraph 5.</p> <p>The Applicant has also added the equivalent wording as in its additions to the 5(4) to ensure that any step-in right will not apply to any works carried out on the Applicant's electricity transmission network. See full explanation above in relation to 5(2).</p>
10(1)	<p>(1) Provided such sums are not payable under any other agreement between the undertaker and Network Rail, the undertaker must repay to Network Rail, following receipt of a VAT invoice, all reasonable fees, costs, charges</p>	<p>The Applicant has added the opening wording here to make clear that there should not be double recovery and so costs etc. are only payable under this paragraph where not payable under any other agreement between the parties. Additionally, a</p>

Paragraph no.	Extract	Applicant's justification
	and expenses reasonably incurred by Network Rail	reference to a VAT invoice has been added in the same way as in paragraph 9(1).
10(1)(a)	(a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 5(3), in constructing any adjoining works under the provisions of paragraph 5(5) or in constructing any protective works under the provisions of paragraph 5(6) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;	The Applicant has added a reference to adjoining works constructed under paragraph 5(5) to ensure that works required by its new 5(5) are covered by this paragraph.
10(1)(d)	(d) in respect of any special traffic working resulting from any speed restrictions which in the opinion of the engineer, need to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which is reasonably necessary for the same reason;	The Applicant has modified this subparagraph from NRIL's template PPs to make clear it should only cover speed restrictions which need to be imposed (rather than which may need to be imposed).
10(2)	Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work must, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail following receipt of a VAT invoice.	The Applicant has moved this paragraph from paragraph 14 of NRIL's template protective provisions because it considers it sits better within the general costs and expenses provision.
11(6)-(8)	(6) In any case where it is established that EMI can only reasonably be prevented by modifications to	The Applicant has made amendments to these paragraphs to bring them in line with the equivalent

Paragraph no.	Extract	Applicant's justification
	<p>Network Rail's apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail's apparatus, but Network Rail may, in its reasonable discretion, select the means of prevention and the method of their execution, and in relation to such modifications paragraph 5(1) has effect subject to the sub-paragraph.</p> <p>(7) The undertaker shall use reasonable endeavours not to allow the use or operation of the authorised development in a manner that causes EMI and which introduces an intolerable risk to the operation of the railway or the safety of the track workers (such intolerable risk would include introducing exposure to electric and magnetic fields in excess of the requirements of the Control of Electromagnetic Field at Work Regulations 2016, unacceptable transferred voltage potentials and interference impacting the safe operation of the signalling equipment) until measures have been taken in accordance with this paragraph to reduce the risk to tolerable levels of EMI.</p> <p>(8) In the event of EMI having occurred—</p> <ul style="list-style-type: none"> (a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI; (b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI; and (c) Network Rail must make available to the undertaker any additional material information in 	<p>paragraphs included in the Yorkshire Green DCO. This is one of the provisions included in the ongoing discussions between the parties and the Applicant is open to further understanding NRIL's concerns about that process and potential changes to this paragraph, as appropriate.</p>

Paragraph no.	Extract	Applicant's justification
		its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI.
14	N/A	Paragraph 14(1) from NRIL's template protective provisions has been moved to paragraph 10(2) as explained above.
14(1)	(1) The undertaker must pay to Network Rail all reasonable and proper costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule (subject to article 57 (no double recovery)) which may be occasioned to or reasonably incurred by Network Rail—	The Applicant has add "proper" to make clear that costs must be properly incurred.
14(2)-(5)	(2) Network Rail must— (a) give the undertaker reasonable written notice of any such claims or demands referred to in sub-paragraph (1) as soon as reasonably practicable after Network Rail become aware of the same; (b) not make any settlement or compromise of such a claim or demand without the prior consent of the undertaker; (c) take all steps as are within its control and are reasonable in the circumstances to mitigate any liabilities relating to such claims or demands; and (d) keep the undertaker informed where reasonably practicable to do so and have regard to the undertaker's representations in	The Applicant has made amendments to these paragraphs to bring them in line with what was included in Yorkshire Green DCO, subject to some tweaks to the drafting in (4) and (5) intended to enable the Applicant to better understand the scope and nature of this potential liability. As with EMI, this is one of the areas of discussion between the parties and the Applicant is open to better understanding NRIL's views on this drafting in due course.

Paragraph no.	Extract	Applicant's justification
	<p>relation to any such claims or demands referred to in sub-paragraph (1).</p> <p>(3) In no circumstances shall the undertaker be liable to Network Rail under sub-paragraph (1) for any indirect or consequential loss or loss of profits, save that the sums payable by the undertaker under sub-paragraph (1) shall if relevant include a sum equivalent to the relevant costs in circumstances where—</p> <p style="padding-left: 40px;">Network Rail is liable to make payment of the relevant costs pursuant to the terms of an agreement between Network Rail and a train operator.</p> <p>(4) Network Rail shall use reasonable endeavours to provide the undertaker with an estimate of the relevant costs in advance of any such liability occurring.</p> <p>(5) Network Rail shall use reasonable endeavours to provide the undertaker with a copy of such agreement (or agreements) and to assist the undertaker in ascertaining the extent of Network Rail's potential liability under such agreement (or agreements).</p>	

Table 2.9: The Applicant's preferred wording of protective provisions for the benefit of Northumbrian Water Limited (Essex & Suffolk Water)

2.5.17 The Applicant has been engaging with the statutory undertaker in relation to the protective provisions to be included for its benefit in the dDCO. Substantial progress has been made but as yet, the parties have not reached agreement on all the terms of these protective provisions and so the Applicant has included its own preferred terms in the dDCO submitted at deadline 7. The table

below sets out the Applicant’s understanding of the key outstanding points between the parties along with the Applicant’s justification for the terms included in the dDCO.

Paragraph no.	Extract	Applicant’s justification
1 (Definition of “Material Difference”)	<p><i>“Material Difference”</i></p> <p><i>the placing of alternative apparatus of a type or capacity or of those dimensions or at a depth which is other than that agreed pursuant to paragraph 5.2 or as determined by arbitration in accordance with article 62 (arbitration) to be necessary, save where the placing of such apparatus in such manner and form and in such location is in accordance with those details reasonably given rise to by conditions on site <u>provided that (save in the case of emergencies) NWL has notified the undertaker of those conditions as soon as reasonably practicable and the undertaker has agreed (such agreement not to be unreasonably withheld or delayed) to the placing of such apparatus in such manner and form</u> and “Materially Different” shall be construed accordingly;</i></p>	<p>This definition is used in the context of paragraph 8(3) which provides that where the placing of alternative apparatus is Materially Different and such placing involves construction costs exceeding those which would have been incurred if the apparatus had not been Materially Different, the amount which would be payable by the Applicant to NWL under paragraph 8(1) will be reduced by the amount of the excess costs. Alternative apparatus will be Materially Different where it is of a different type, capacity, dimensions or greater depth than as agreed pursuant to the process under paragraph 5(2), or as determined to be necessary through arbitration. NWL has requested that this does not apply to any differences that are required as a result of conditions on site which reasonably give rise to apparatus which is different than as agreed under paragraph 5(2). This is accepted by the Applicant, subject to the additional drafting in red which provides that the Applicant will only be liable for any such differences where NWL has notified the Applicant of the relevant conditions as soon as reasonably practicable and the Applicant has agreed to the different apparatus. The Applicant’s agreement must not be unreasonably withheld or delayed, and NWL will not be required to seek the Applicant’s approval for any changes in the case of emergencies.</p>

Paragraph no.	Extract	Applicant's justification
8(1)	<p><i>Subject to the following provisions of this paragraph and save where otherwise agreed in writing between NWL and the undertaker, the undertaker must repay to NWL following receipt of an itemised forecast, invoice or claim from NWL, all costs, charges and expenses which are reasonably and properly incurred or reasonably anticipated to be incurred by NWL <u>within the following three months</u> in connection with:</i></p> <ul style="list-style-type: none"> <i>(a) the inspection, removal, alteration or protection of any apparatus which may be reasonably required in consequence of any works to construct the authorised development; or</i> <i>(b) the construction of any alternative apparatus which may be required in consequence of the execution of any such works as referred to in paragraph 5 of this <u>Part of the</u> Schedule.</i> 	<p>The Applicant accepts that it will be responsible for payment of NWL's reasonable and properly incurred costs and expenses including those which are reasonably anticipated to be incurred by NWL, but requires that those costs which have not yet been incurred are limited those which are expected within the following three month period. This reflects the standard position for payment of future costs and is considered to be a reasonable period of time.</p>
8(2)	<p><u><i>The value of any apparatus removed under the provisions of this Part of the Schedule is to be deducted from any sum payable under sub-paragraph (1), that value being calculated after removal.</i></u></p>	<p>The Applicant has included this provision in paragraph 8 so that the costs due to NWL under paragraph 8(1) will be offset by any value in the removed apparatus which NWL benefits from. This is a standard provision and is considered to be a reasonable position to mitigate any betterment.</p>
8(4)	<p><u><i>For the purposes of sub-paragraph (3), an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus.</i></u></p>	<p>The Applicant has included clarificatory drafting for the benefit of both the NWL and the Applicant which makes clear that where a greater length of apparatus is required, this will not be considered to constitute apparatus of greater dimensions.</p>

Paragraph no.	Extract	Applicant's justification
8(5)	<p><u>An amount which apart from this sub-paragraph would be payable to NWL in respect of works by virtue of sub-paragraph (1) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on NWL any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.</u></p>	<p>The Applicant has included this provision in paragraph 8 so that the costs due to NWL under paragraph 8(1) will be offset by any financial benefit NWL receives as a result of the placing of alternative apparatus in substitution of apparatus which is older than 7.5 years. This is a standard provision and is considered to be a reasonable position to mitigate any betterment.</p>
8(6)	<p>Where in accordance with sub-paragraph (1) the undertaker pays NWL in respect of an itemised forecast, invoice or claim for costs, charges, and expenses reasonably anticipated <u>within the following three months</u>, should there be any unspent or uncommitted funds after the later of expiry of, the completion and commissioning of the alternative apparatus or receipt of the final account of costs from NWL's contractors expiry of such three month period, NWL shall repay such unspent or uncommitted funds within 60 Working Days of the total charges, costs and expenses actually reasonably and properly incurred being known by NWL.</p>	<p>The Applicant accepts that it will be responsible for payment of NWL's reasonable and properly incurred costs and expenses including those which are reasonably anticipated to be incurred by NWL, but requires that those costs which have not yet been incurred are limited those which are expected within the following three month period and where any costs are not spent or committed within that three month period they will be repaid to the Applicant at the end of that period. This reflects the standard position for payment of future costs and is considered to be a reasonable period of time.</p>

Table 2.10: The Applicant's preferred wording of protective provisions for the benefit of Port of London Authority

- 2.5.18 The Applicant has now agreed the terms of the protective provisions for the benefit of the PLA and included these terms in the dDCO submitted at deadline 7.

Table 2.11: The Applicant's preferred wording of protective provisions for the benefit of Suffolk County Council (Highways Authority)

- 2.5.19 The Applicant has been engaging with Suffolk County Council in relation to the protective provisions to be included for its benefit in the dDCO. Suffolk County Council returned substantive comments on the proposed protective provisions included in the dDCO submitted at Deadline 5 on 27/04/2026 and, due to the considerable amendments made, these are still under review by the Applicant and the parties have therefore not reached agreement on the terms of these protective provisions. The Applicant has included its own preferred terms in the dDCO submitted at deadline 7 which is consistent with those included at deadline 5 and will continue to engage with Suffolk County Council.
- 2.5.20 The Applicant hopes to return comments on the version received from Suffolk County Council shortly after Deadline 7 and hopes to reach agreement.

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