



Your reference EN020026
Our reference TYRRF/KIAND/340049-21

3 September 2026

BY EMAIL

John Wheadon
Head of Energy Infrastructure Planning Delivery &
Innovation
Department for Energy Security and Net Zero
3-8 Whitehall Place
London
SW1A 2AW

Dear Mr Wheadon

**Planning Act 2008 and The Infrastructure Planning (Examination Procedure) Rules 2010
Application by National Grid Electricity Transmission plc ("the Applicant") for an Order
granting Development Consent for the proposed Sea Link project
PINS reference: EN020026
Interested Party reference: [REDACTED]**

We act for London Gateway Port Limited ("LGPL"). LGPL were an interested party to the examination.

We refer to paragraph 48 of your letter dated 28 August 2026, in which you requested an update in respect of the protective provisions in favour of LGPL.

We confirm, on behalf of LGPL, there has been no progress or contact with the Applicant to report regarding LGPL's protective provisions. LGPL's position remains the same as set out in its response dated 29 April 2026 to the Rule 17 request for information [REP7-180]. In summary, LGPL should have a right of approval in respect of the CSIP, NIP and offshore CEMP. In all other respects the protective provisions are agreed. We enclose a copy of the protective provisions in the form requested by LGPL at the close of the examination as were appended to REP7-180.

Yours sincerely

A large black rectangular box redacting the signature of the partner.

Partner
for Addleshaw Goddard LLP

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Enclosures Protective Provisions

SCHEDULE 15

PART [X]

FOR THE PROTECTION OF LONDON GATEWAY PORT LIMITED

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 Safeguarded Water Depth” means the areas, or any part thereof, shown on the Areas of Safeguarded Water 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 Safeguarded Water Depth 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” means any specified work that would be carried out with a Recommended Restricted Zone as defined in the Deemed Marine Licence;

“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 Safeguarded Water Depth; and

“undertaker” means the undertaker as defined in article [2] (interpretation) of this Order.

Consultation and Notice

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

- (1) 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); and
 - (2) 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)
 - (3) 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).
- 4.** The undertaker will construct and maintain the specified works in accordance with the plans as approved pursuant to paragraph 3, unless otherwise agreed in writing by the MMO pursuant to condition 4(4) of the deemed marine licence in Schedule 16. However, prior to seeking such an approval of the MMO the undertaker will consult LGPL and will provide the MMO with a copy of any response made by LGPL as part of any request for the MMO's approval.
- 5.** 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 Safeguarded Water Depth 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.
- 6.** 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 Safeguarded Water Depth no less than 5 business days before such survey work is programmed to begin.
- 7.** The undertaker will consult LGPL on any application for marine licensing for the clearance of unexploded ordnance from or which may affect the Areas of Safeguarded Water Depth 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.
- 8.** The undertaker must notify LGPL of the final programme for any clearance of unexploded ordnance to be undertaken within the Areas of Safeguarded Water Depth no less than 10 business days before such disposal is programmed to begin.
- 9.** 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.
- 10.** 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

11. The Cable Specification and Installation Plan, or any other plan referred to in paragraph 3, must comply with Requirement 17 and set out for Work No.6, in so far as it applies to the Areas of Safeguarded Water Depth:

- (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 Safeguarded Water Depth, 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 Safeguarded Water Depth 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) Arrangements for close liaison between the undertaker, its contractors and LGPL's Harbour Master to allow all parties to take steps to minimise impacts on vessels calling at London Gateway Port; and
- (6) The programme and methodologies for monitoring and the arrangements for the results of monitoring 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.

Monitoring

12. 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 Safeguarded Water Depth.

Minimising the Impact of Restricted Zones

13. Not less than two weeks prior to carrying out any Restricted Zone Works in any part of the Areas of Safeguarded Water Depth, 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.

14. 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.

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

Provision of as built details

16. 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 Safeguarded Water Depth.

17.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

18..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

19. 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.

20.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 19 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

21. Any plans submitted to LGPL by the undertaker pursuant to this Part of this Schedule must be sent to LGPL by post to the address below such other address or e-mail 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

22. Wherever the undertaker is required to consult LGPL or obtain LGPL's approval 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 sub-paragraph (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 consultation 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) or until LGPL's approval is given, as applicable.

(8) LGPL shall act reasonably and in good faith in reviewing any application for approval or consultation materials and making any requests, representations, or objections or granting any approval.

(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.