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Department for Energy Security and Net Zero
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PINS reference: EN020026

18 September 2026

Submitted by email only: SouthEastAngliaLink@planninginspectorate.gov.uk

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 Sea Link Project

Applicant’s Response to Request for Information dated 28 August 2026

This letter has been prepared by National Grid (the Applicant) to provide responses to questions raised by the Secretary of State in the letter dated 28 August 2026. Table 1.1 lists the documents submitted by the Applicant alongside this letter and Table 1.2 provides the Applicant’s responses.

Table 1.1: Documents submitted to accompany response on 18 September.

Ref	Document Title	Rev	Reason for Submission
3.1 (K)	draft Development Consent Order (Clean)	K	Updates to reflect SoS requests, discussions with stakeholders and document references.
3.1 (K)	draft Development Consent Order (Word Version)	K	As above
3.1 (K)	draft Development Consent Order (Tracked Changes)	K	As above

3.2 (J)	Explanatory Memorandum (Clean)	J	Updates to reflect changes to the draft DCO.
3.2 (J)	Explanatory Memorandum (Tracked Changes)	J	As above
3.3 (D)	Validation Report	D	To validate the amended draft DCO
4.2.2 (I)	SoR Appendix B Schedule of Negotiations with Land Interests (Clean)	I	Update to reflect discussions since Examination close.
4.2.2 (I)	SoR Appendix B Schedule of Negotiations with Land Interests (Tracked Changes)	I	As above
6.2.3.2 (I)	Part 3 Kent Chapter 2 Ecology and Biodiversity (Clean)	I	Updates requested by SoS to the beaver assessment
6.2.3.2 (I)	Part 3 Kent Chapter 2 Ecology and Biodiversity (Clean) CONFIDENTIAL	I	Confidential version
6.2.3.2 (I)	Part 3 Kent Chapter 2 Ecology and Biodiversity (Tracked Changes)	I	Updates requested by SoS to the beaver assessment
6.2.3.2 (I)	Part 3 Kent Chapter 2 Ecology and Biodiversity (Tracked Changes) CONFIDENTIAL	I	Confidential version
7.4.7 (F)	Statement of Common Ground Kent County Council (Clean) (Signed)	F	Final version now signed by KCC
7.5.2 (F)	Outline Offshore Construction Environmental Management Plan (Clean)	F	Updates requested by SoS to update REAC commitments and inclusion of data centre text.
7.5.2 (F)	Outline Offshore Construction Environmental Management Plan (Tracked Changes)	F	Updates requested by SoS to update REAC commitments and inclusion of data centre text.

7.5.3 (F)	Outline Onshore Construction Environmental Management Plan (Clean)	F	Updated to reflect updates to REAC requested by the Secretary of State
7.5.3 (F)	Outline Onshore Construction Environmental Management Plan (Tracked Changes)	F	Updated to reflect updates to REAC requested by the Secretary of State
7.5.7.1 (F)	Outline Landscape and Ecological Management Plan - Suffolk (Clean)	F	Updated to reflect changes requested by the SoS
7.5.7.1 (F)	Outline Landscape and Ecological Management Plan - Suffolk (Clean) CONFIDENTIAL	F	Confidential version
7.5.7.1 (F)	Outline Landscape and Ecological Management Plan - Suffolk (Tracked Changes)	F	Updated to reflect changes requested by the SoS
7.5.7.1 (F)	Outline Landscape and Ecological Management Plan - Suffolk (Tracked Changes) CONFIDENTIAL	F	Confidential version
7.5.7.2 (F)	Outline Landscape and Ecological Management Plan - Kent (Clean)	F	Updated to include missing figures in Appendix A and to reflect changes requested by SoS
7.5.7.2 (F)	Outline Landscape and Ecological Management Plan - Kent (Clean) CONFIDENTIAL	F	Confidential version
7.5.7.2 (F)	Outline Landscape and Ecological Management Plan - Kent (Tracked Changes)	F	Updated to include missing figures in Appendix A and to reflect changes requested by SoS
7.5.7.2 (F)	Outline Landscape and Ecological Management Plan - Kent (Tracked Changes) CONFIDENTIAL	F	Confidential version
7.8 (E)	Red Throated Diver Protocol (Clean)	E	Updates requested by SoS to amend commitments around compensation discussions.

7.8 (E)	Red Throated Diver Protocol (Tracked Changes)	E	Updates requested by SoS to amend commitments around compensation discussions.
7.12.1 (E)	Design Principles - Suffolk (Clean)	E	Correction of table referencing
7.12.1 (E)	Design Principles - Suffolk (Tracked Changes)	E	As above
9.7 (I)	Applicant's Schedule of Changes to the Draft Development Consent Order (Clean)	I	Report on changes to draft DCO submitted with this letter.
9.7 (I)	Applicant's Schedule of Changes to the Draft Development Consent Order (Tracked Changes)	I	As above
9.16 (I)	Lands Rights Tracker (Clean)	I	Update to land rights
9.16 (I)	Lands Rights Tracker (Tracked Changes)	I	Update to land rights
9.17.1 (E)	Suffolk Drainage Strategy (Clean)	E	Update to include technical note on linear drainage feature along cable route in Suffolk as discussed with the Environment Agency.
9.17.1 (E)	Suffolk Drainage Strategy (Tracked Changes)	E	As above
9.84 (G)	Register of Environmental Actions and Commitments (REAC) (Clean)	G	Updated to reflect changes requested by SoS
9.84 (G)	Register of Environmental Actions and Commitments (REAC) (Tracked Changes)	G	Updated to reflect changes requested by SoS
9.157	Suffolk Landfall Trenchless Installation Depth Assessment Technical Note	A	Technical note produced to address Environment Agency concerns about the lack of a vertical limit of deviation for the cable.

9.158	Applicant's Response to SoS Request for Further Information	A	This letter.
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All updated documents are labelled as Revision (B), Revision (C) etc as applicable, and supersede the documents previously submitted by the Applicant.

Where applicable, these documents are provided in clean and tracked versions as requested in the Examining Authority's Rule 6 Letter **[PD-010]**.

Table 1.2, below, comprises the Applicant's responses to points raised in the SoS letter. For ease of reference, we have responded to the relevant points in the Request for Information, quoting the relevant paragraph numbers.

Table 1.2 Applicant’s Response to SoS letter

Ref	Paragraph Text	Topic Summary	Applicant's Response
1	Following the completion of the Examination on 5 May 2026, the Examining Authority submitted a Report and Recommendation in respect of its findings and conclusions on the above application to the Secretary of State on 30 July 2026. In accordance with section 107 of the Planning Act 2008, the Secretary of State has three months to determine the application.	Examination and determination timetable	No response required
2	There are matters on which the Secretary of State would be grateful if the parties listed below could provide updates or information as appropriate.	Purpose of the request for information	No response required
Benthic Ecology			
3	The Applicant, MMO and NE are invited to comment on proposed condition of Schedule 16 (Deemed Marine Licence): Benthic Mitigation Plans “Based on pre-construction surveys required in conditions 4(1)(l) and 15 and in agreement with MMO, the Undertaker must prepare a Benthic Mitigation Plan(s). Any necessary Benthic Mitigation Plans must be submitted to and approved in writing by the MMO in consultation with the statutory nature conservation body prior to offshore works commencing and should include a timetable for implementation of the mitigation and details of any necessary monitoring. Any agreed mitigation and/or monitoring must be implemented in accordance with the agreed timetable.”	Benthic mitigation plan condition	The Applicant included Condition 15(3) at Deadline 7 which commits to a Benthic Mitigation Plan if deemed necessary by the MMO. The need for a Benthic Mitigation Plan, which would capture any additional mitigation not already committed to within the Offshore Construction Environmental Management Plan, would be informed by preconstruction surveys to mitigate potential effects over and above those assessed within the Environmental Statement. The Applicant would consult with the MMO and Statutory Nature Conservation Bodies after surveys have been completed, to determine whether a Benthic Mitigation Plan is required to avoid duplicating information already secured within the Offshore Construction Environmental Management Plan. A Benthic Mitigation Plan will only be required where sensitive habitats are identified by pre-construction surveys, and where additional mitigation to reduce effects is required. However, to strengthen Condition 15, the Applicant proposes the following amendments to Condition 15(3) of the deemed marine licence (DML) in its update to the draft DML: <i>“In accordance with the environmental principles set out in the Outline Cable Specification and Installation Plan, where benthic habitats of principal importance (qualifying as Habitats Regulations Annex I habitats; Natural Environment and Rural Communities (NERC) Section 41 habitats and species) are identified during pre-construction surveys, and additional mitigation is required to avoid or reduce impacts impact on these habitats, the undertaker must prepare a Benthic Mitigation Plan in agreement with the MMO. This Benthic Mitigation Plan(s) must be submitted to and approved in writing by the MMO in consultation with the statutory nature conservation body, prior to Work no. 6 commencing and should include a timetable for implementation of the mitigation and details of any necessary monitoring. Any agreed mitigation and/or monitoring must be implemented in accordance with the agreed timetable”.</i> With Condition 15(3) already included within the draft DML at Deadline 7 and updated with the red amendments above in response to the Secretary of State, the Applicant does not consider the need for this commitment to be replicated in an additional Condition in the DML.
4	NE is invited to confirm whether [REP7-258] provides sufficient information as to the nature of the impacts to intertidal benthic features of Sandwich Bay and Hacklinge Marshes SSSI. Noting Deadline 7 updates such as [REP7-099] and [REP7-258], NE is invited to confirm whether it considers this and any other outstanding issues in [REP7-364] to be resolved.	Intertidal benthic impacts and outstanding Natural England issues	The Applicant has no further response.

Ref	Paragraph Text	Topic Summary	Applicant's Response
5	ES Part 4 Chapter 2 [REP7-099] assesses disturbance and permanent loss of a small amount of chalk habitat, noted to be an irreplaceable habitat with high sensitivity. The Applicant is invited to explain whether it considers 2024 NPS EN-1 paragraph 5.4.53 to be relevant in this instance.	Chalk habitat and NPS EN-1 policy relevance	The 2023 NPS EN1 paragraph 5.4.53 states: <i>The Secretary of State should not grant development consent for any development that would result in the loss or deterioration of any irreplaceable habitats, including ancient woodland, and ancient and veteran trees unless there are wholly exceptional reason and a suitable compensation strategy exists.</i> It should be noted that paragraph 5.4.55 is the respective reference for the 2025 NPS EN1. A 2026 update by Defra¹ includes the following terrestrial and intertidal habitats: ancient woodland, ancient and veteran trees, blanket bog, limestone pavements, coastal sand dunes, spartina saltmarsh swards, mediterranean saltmarsh scrub, and lowland fens. The habitat referred to in Application Document 6.2.4.2 Environmental Statement Part 4 Marine Chapter 2 Benthic Ecology [REP7-099] is Subtidal chalk (covered by the sea at all times) and is not included in the NPS EN-1 list. The definition of irreplaceable habitat used in [REP7-099] for subtidal chalk is based on the 2023 report² by Natural England which defines Marine Irreplaceable Habitats (MIH) and develops a method for mapping them in English seas. The initial Phase 1 of this work developed a working definition, identifying MIH as “<i>those which cannot be successfully restored or created because they are either very difficult to restore and / or very slow to recover</i>” once damaged or destroyed. A set of criteria was then established to describe irreplaceability, which included recoverability, restoration feasibility, rarity, and uniqueness. Marine habitats were then individually scored against these criteria. The second phase updated the scoring and developed a method for mapping MIH scores in English waters. The outputs of this work offer a valuable tool for identifying exceptionally vulnerable habitats and informing the development of an MIH heatmap in the future. However, the MIH definition and scoring system used in this report does not define a legal threshold or statutory designation but provides further evidence to highlight areas where restoration is most likely to be very difficult, slow, or unfeasible. As outlined in the 2023 report by Natural England, this MIH work is <u>not</u> statutory guidance and not policy. It is also currently independent from terrestrial Irreplaceable Habitats statutory guidance which the 2023 NPS EN1 paragraph 5.4.53 refers to. The MIH definition and scores in the 2023 report are used to inform strategic planning decisions only and has been referenced within REP7-099 following discussions with Natural England. The assessment conclusions within REP7-099 for subtidal chalk remain minor. The area of subtidal chalk offshore mapped during baseline surveys was estimated to be less than 250 m² and is outside of any type of designated or protected sites. This habitat was therefore given a high sensitivity rating on a precautionary basis, given that the offshore baseline surveys provided no evidence that this habitat supports biological communities to indicate these were high-quality examples. Due to the localised nature of installation activities and the small-scale installation footprint compared to the much wider available area of subtidal chalk habitat on the Thanet Coast, the physical disturbance, and hence permanent loss, to this habitat, it is predicted to be of small magnitude. Therefore, as the term ‘irreplaceable’ used in the marine chapters is based on the 2023 Natural England report for marine habitats and not NPS EN-1, paragraph 5.4.53 is not relevant in this instance. The above response is applicable to both the 2024 and 2025 NPS EN1 documents.
Hovercraft			
6	NE [REP7-274] raised concerns regarding effects on marine mammals, noise and visual disturbance due to the late addition of commitment in GG45 in the Register of Environmental Actions and Commitments (“REAC”) which	Hovercraft use commitment and definition of emergency use	The Applicant confirms it is happy to update REAC commitment GG45 and Application Document 7.5.2 Offshore CEMP to the proposed wording from the Secretary of State. The Applicant also confirms that it has engaged further with Natural England on this matter after the close of Examination during a meeting on the 14 July 2026.

¹ How to treat irreplaceable habitat for biodiversity net gain: [How to treat irreplaceable habitat for biodiversity net gain - GOV.UK](#)

² TILLIN, H.M., CALTON, B., NWOKOCHA, E., TYLER-WALTERS, H., LEE, M. 2026. Developing an Approach for Mapping Marine Irreplaceable Habitats in English waters NECR642. Natural England.

Ref	Paragraph Text	Topic Summary	Applicant's Response
	stated that the hovercraft at Pegwell Bay would be on standby and only used for emergencies. The Secretary of State invites the Applicant to update GG45 in the REAC [REP7-359], outline Construction Environmental Management Plan (“oCEMP”) [REP7-129] and oOCEMP [REP7-127] to strengthen this commitment as follows: “Hovercraft at Pegwell Bay will be on standby and used for emergencies only. It will not be used at any other time during any stage of the project’s construction, operation, maintenance or decommissioning. The applicant will report all instances of emergency hovercraft use to Natural England and Thanet District Council TDC within 24 hours”. The Applicant is also requested to define ‘emergency use’.		A definition for ‘emergency’ in relation to the use of hovercraft is: ‘<i>a time-critical intervention in a serious and unexpected accident, event or situation which threatens damage sufficient to cause danger to persons or property.</i>’ This definition has been included within REAC commitment GG45 in the updated Application Document 9.84 (G) Register of Environmental Actions and Commitments (REAC), Application Document 7.5.2 (F) Outline Offshore Construction Environmental Management Plan and Application Document 7.5.3 (F) Outline Onshore Construction Environmental Management Plan submitted to the Secretary of State. In an email from Natural England on 10 September 2026, the Applicant received confirmation in the agreement of the emergency definition above. This definition of emergencies for hovercraft has been developed using the wider definition of emergencies as presented in the draft DCO.
7	NE is invited to advise whether this control is sufficient to avoid adverse effects on marine mammals and designated sites from the use of hovercraft.	Adequacy of hovercraft controls	The Applicant has no further response.
Marine Physical Environment			
8	East Suffolk Council (“ESC”) suggested that paragraph 5.6.7 of National Policy Statement EN-1 (“NPS EN-1”) supported the requirement for a deed of obligation with the Applicant in respect of coastal erosion monitoring [REP7-197], but due to the late nature of the submission, the Applicant was unable to respond. The Applicant is invited to provide a response to this submission.	Coastal erosion monitoring deed of obligation	The Applicant understands that Paragraph 5.6.7 of National Policy Statement EN-1 (“NPS EN-1”) 2025 states: “<i>This section only applies to onshore energy infrastructure projects situated on the coast. The impacts of offshore renewable energy projects on marine life and coastal geomorphology are considered in EN-3</i>”. Paragraph 5.6.7 in NPS EN-1 2023 states: “<i>Additionally, indirect changes to the coastline and seabed might arise as a result of a hydrodynamic response to some of these direct changes. This could lead to localised or more widespread coastal erosion or accretion and changes to offshore features such as submerged banks and ridges, marine biodiversity and heritage assets</i>”. The Applicant confirms that commitments to Coastal Erosion Monitoring in Suffolk is already secured within the Outline In-Principle Monitoring Plan secured under Condition 15 of the Deemed Marine Licence (DML). Monitoring secured within the final Plan will present final details on approach / strategy and data collection in agreement with regulators and consultation with stakeholders. There is no need for coastal erosion monitoring to be secured in a deed of obligation given it is already secured in the DML. The current intention is for the monitoring to be carried out by the Applicant, so no fund would be required for ESC to carry out this monitoring. Should it be more effective or efficient for the monitoring to be carried out by ESC, the Applicant would work with ESC to agree methods and funding outside the DCO process.
Commercial Fisheries and Fishing			
9	Thanet Fisherman's Association [RR-5373], Kent and Essex Inshore Fisheries and Conservation Authority (“KEIFCA”) [RR-2976] and Whitstable Fisherman's Association [RR-6041] raised concerns regarding the Applicant's ES, in particular that inadequate consideration has been given to the impacts of bottom drift fishing. However, the Secretary of State notes that at Deadline 4, an oFLCP (“outline Fisheries Liaison and Coexistence Plan”) was submitted, and under the terms of the DML condition 4(1)(f) in the dDCO (submitted at deadline 7), the final FLCP must be substantially in accordance with it. In response to the ExA's second written questions ExQ2CF5	Bottom drift fishing impacts and fisheries concerns	The Applicant has no further response.

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	[PD-021] only the Eastern Inshore Fisheries Conservation Authority (EIFCA) responded [REP5-191]. The Secretary of State therefore requests that Thanet Fisherman’s Association, KEIFCA and Whitstable Fisherman’s Association confirm whether their concerns have been addressed.		
Landscape and Visual			
10	The Kent outline Landscape and Ecological Management Plan (“oLEMP”) [REP7-141] omitted Annex A. For completeness, the Secretary of State requests that the Applicant provides a revised version of the Kent oLEMP containing all annexes.	Revised Kent oLEMP with annexes	The Applicant can confirm that figures were inadvertently omitted from Appendix A within Document REP7-141 submitted at Deadline 7. Application Document 7.5.7.2 (F) Outline Landscape and Ecological Management Plan – Kent has been updated and now includes figures within Appendix A. For the avoidance of doubt, the figures themselves have not been updated.
11	The Unilateral Undertaking (“UU”) in relation to national landscapes was submitted at the final Deadline [REP7-354] and as such, Suffolk County Council (“SCC”) was not able to provide detailed comments. The Secretary of State invites SCC to provide its comments on this UU.	National landscapes unilateral undertaking	The Applicant can confirm that detailed discussions and negotiations were undertaken with SCC’s solicitors in relation to the draft UU prior to its completion and a number of amendments were made to the draft UU to reflect SCC’s comments.
Agriculture and Soils			
12	The Secretary of State notes that NE was unable to review the detailed agricultural land classification (“ALC”) survey data due to its late submission in the examination period. NE is invited to provide comments on the ALC survey data.	Agricultural land classification survey data	The Applicant has no further response.
Design			
13	The Secretary of State notes that although the Applicant demonstrated how early stages of design for the Proposed Development evolved it did not narrow down the four design options to a favoured choice for the converter stations. The Applicant is therefore requested to provide an update on whether it has identified favoured choices for the converter stations and if it has, how those designs meet paragraphs 4.7.7, 4.7.11 and 4.7.12 of NPS EN-1, paragraphs 2.4.1-4 of NPS EN-5, paragraphs 2.5.1 and 2.5.2 of NPS EN 3, and paragraphs 2.9.18 and 2.9.19 of NPS EN-5.	Favoured converter station design options and policy compliance	The Applicant has demonstrated how principles of good design and the referenced NPS policies are complied with in Section 6.3 of Application Document 7.1 (D) Planning Statement; with principles of good design informing project development from the earliest stages of optioneering. Key elements of good design, such as landscaping, have been carefully considered and designed, with solutions set out in the Outline Landscape and Ecological Management Plan and other related management plans. The four options discussed in the Design Approach Document primarily concern the external appearance of buildings within the perimeter fence of the converter and substations; which are important components of design, but are far from being the only consideration when considering whether the converter stations and substations, or the Sea Link project as a whole, complies with good design policies in NPS EN-1 and NPS EN-5. Retaining four design options at the application stage provides flexibility on matters such as the layout of buildings, cladding materials and rooflines. These are matters frequently determined after consent for infrastructure projects and it is not considered necessary for these details to be determined for policy compliance to be achieved. This is particularly in the context of the significant design work, commitments, parameters and requirements secured in the Sea Link DCO, which will ensure that good design principles are considered as detailed design progresses; and in the context of a project where the technical requirements strongly influence the final design. The need for flexibility between the options, and the potential for options to be combined to create a cohesive scheme is confirmed in Section 8 of Application Document 7.11.1 (B) Design Approach Document – Suffolk and Section 7 of Application Document 7.11.2 (B) Design Approach Document – Kent.

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			The retention of optionality was essential to enable the final design to be informed by the detailed design, contractor input, further design review panel input and engagement with stakeholders as required by the Key Design Principles (GE.2) in Table 3.1 of Application Document 7.12.1 (D) Design Principles – Suffolk and Table 3.1 of Application Document 7.12.2 (C) Design Principles – Kent. The Critical Design Constraints were identified at a high level by the Applicant at the application stage but cannot be understood in full until detailed design and options for equipment selection are fully understood. Determining a prescriptive design at the application stage could lead to a position where the design conflicts with Critical Design Constraints, is undeliverable in the context of other constraints (e.g. height parameters), is not fully informed by more detailed design input (e.g. design review panel), does not deliver the best outcome for communities and the environment and therefore does not deliver the good design when assessed against the Key Design Principles. Main works contractors have now been appointed for both the converter/ substations and cables works and are progressing designs, but designs have not been finalised or discussed in detail with relevant planning authorities and other consultees. The feedback from planned engagement sessions will be taken into consideration when finalising the designs. There is also a commitment to coordinate the design with the emerging LionLink converter station proposals in Suffolk and this engagement is ongoing, with a workshop planned with Lionlink in the week beginning 21 September 2026. Whilst the two converter stations in Suffolk would be adjacent to each other, they are unlikely to have matching layouts because the context for each is subtly different, with LionLink in a more prominent position. Therefore, the expectation is that whilst the designs will be coordinated, they will not be matching, but this is to be discussed between the parties and stakeholder engagement. The design of the Sea Link converter station in Suffolk is being designed in a way that works with or without the LionLink converter station given that the application for LionLink has not been submitted or consented; and the design of LionLink could continue to evolve after construction of Sea Link has commenced. Notwithstanding the need to retain flexibility for all the reasons above, an update on the likely direction of travel for the design of the converter station at Suffolk, and the converter station and substation at Kent is below. The design approach for the DC Halls is likely to be to keep the design simple and close to the baseline option. The reasons are as follows: • Once the Critical Design Constraints are considered the opportunity to incorporate other design features is limited and could overcomplicate the design. A more complex design could draw the eye and conflict with Key Design Principle N.1, which aims to integrate the buildings into the surroundings. • The baseline option is considered the best for keeping the volume and height as small as possible which is key to the mitigation strategy and required for compliance with Key Design Principle CO.2. Due to the relatively limited flexibility over the location of equipment in the buildings, curved roofs would likely increase the overall building height. • The landscape and heritage context encourages a design that fits into its surroundings, with a design that is likely to be more agricultural in appearance rather than a landmark, innovative building that would be more prominent in the landscape. The latter may be more suitable in a more industrial or urban landscape than is present for the converter station in Suffolk in particular. There are specific concerns regarding curved roofs for the DC Halls (e.g. as shown in the ‘enhanced roof forms option in the Design Approach Document) as follows: • The Baixas case study included in the Design Approach Documents is a much narrower building. This allows the curved profile to be achieved without getting too flat at the top, which would compromise the waterproofing, or too steep at the eaves which could compromise the clear internal height. As the Sea Link DC Halls are much wider, the team are concerned that this would make the buildings significantly

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			taller than they would be in the baseline option. This would likely outweigh the benefits of the curve and increase the massing. - The Baixas case study is much less tall than the Sea Link DC Halls. This means that proportionally the curve would be less pronounced on the Sea Link DC Halls. Part of the strategy was to include deep projecting eaves to make the curve more prominent. Since issuing the documents the Applicant has been made aware of issues encountered constructing the Noss Head Switching Station near John O Groats. Deep projecting eaves were noted as a contributing factor to roofing detaching during the storm, the greater exposure leading to increased wind loading. For this reason, the deep projecting eaves have been discounted, further diminishing the overall effect of the curved option. Green and blue roofs are likely to be discounted for the following reasons: - The benefit of green roofs on the larger converter station buildings from a visual perspective are limited by the height of the buildings. - Green and blue roofs would increase the load on wide span structures, increasing the thickness, adding cost and height, especially the blue roofs. - The preference is to shed water from the roofs as quickly and efficiently as possible, therefore systems that hold water in the roof could increase the risk of water ingress over sensitive electrical equipment. - Given the recent drought conditions there is a concern that the vegetation could dry out and increase the fire spread risk. - Even the most extensive type of green roof would still require regular maintenance. The operations and safety strategy is to minimise the need for maintenance staff to access the roofs, especially the high roofs over the DC Halls. - There are no examples of green or blue roofs having been delivered in converter stations therefore it would carry additional risks and liabilities. The Applicant notes that the North Connect, Peterhead case study for a converter station with a curved green roof has been cancelled and understands that no further technical development of this solution was carried out. It is noted that there is more flexibility in the design of the smaller ancillary buildings, but these need to relate to the larger DC Halls, and many of the issues with installing green and blue roofs on the DC halls will still apply to the smaller buildings. The table below presents how an emerging design that follows the principles of the baseline option would perform against relevant policies in the NPSs. Compliance with Relevant Design Policies in National Policy Statements <table> <tr> <th>Document</th><th>Para. No.</th><th>Paragraph</th><th>Response</th></tr> <tr> <td>NPS EN-1</td><td>4.7.7</td><td><i>Applicants must demonstrate in their application documents how the design process was conducted and how the proposed design evolved. Where a number of different designs were considered, applicants should set out the reasons why the favoured choice has been selected.</i></td><td>Of the four options, the baseline one is the simplest and considered most in keeping with the agricultural landscape. The simplicity also allows the minimum massing to be achieved with other options having the potential to add bulk which could offset any gains from added visual interest.</td></tr> <tr> <td>NPS EN-1</td><td>4.7.11</td><td><i>In doing so, the Secretary of State should be satisfied that the applicant has considered both functionality (including fitness for purpose and sustainability) and aesthetics (including its contribution to the quality of the</i></td><td>The baseline option is considered to be the most robust and fit for purpose solution for the DC Halls, considering both functionality and aesthetics. Flexibility within this overall design principle could include features such as a plinth</td></tr> </table>	Document	Para. No.	Paragraph	Response	NPS EN-1	4.7.7	<i>Applicants must demonstrate in their application documents how the design process was conducted and how the proposed design evolved. Where a number of different designs were considered, applicants should set out the reasons why the favoured choice has been selected.</i>	Of the four options, the baseline one is the simplest and considered most in keeping with the agricultural landscape. The simplicity also allows the minimum massing to be achieved with other options having the potential to add bulk which could offset any gains from added visual interest.	NPS EN-1	4.7.11	<i>In doing so, the Secretary of State should be satisfied that the applicant has considered both functionality (including fitness for purpose and sustainability) and aesthetics (including its contribution to the quality of the</i>	The baseline option is considered to be the most robust and fit for purpose solution for the DC Halls, considering both functionality and aesthetics. Flexibility within this overall design principle could include features such as a plinth
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			<i>area in which it would be located, any potential amenity benefits, and visual impacts on the landscape or seascape) as far as possible.</i>	to connect to the landscape and carefully considered detailing in line with the Key Design Principles. The base colours being explored are shades of green, with ongoing discussions on the shade for each building at each location. The landscape visuals show that a green base colour is good at blending with the backgrounds and reducing visual impact. In Suffolk the main amenity benefit is the provision of additional permissive rights of way through the landscape surrounding the converter station. These create new walking routes that will be more accessible and in a parkland landscape that is ecologically diverse and pleasant to walk through. These can be seen in Figure 1 7.5.7.1.1 Saxmundham Converter Station Outline Landscape Mitigation appended to the Outline Landscape and Ecological Management Plan.
		NPS EN-1	4.7.12	<i>In considering applications, the Secretary of State should take into account the ultimate purpose of the infrastructure and bear in mind the operational, safety and security requirements which the design has to satisfy. Many of the wider impacts of a development, such as landscape and environmental impacts, will be important factors in the design process.</i> The emerging detailed designs take into account the safety features, such as maintenance access, that are necessary for this type of facility. These will show how they have been incorporated into the designs. These will add some interest to the baseline design approach option whereas the other more complex options risk becoming cluttered once the detailed requirements are incorporated.
		NPS EN-3	2.5.1	<i>Section 4.7 of EN-1 sets out the criteria for good design that should be applied to all energy infrastructure.</i> Please refer to the answers above in respect of how NPS EN-1 Section 4.7 has been addressed.
		NPS EN-3	2.5.2	<i>Proposals for renewable energy infrastructure should demonstrate good design, particularly in respect of landscape and visual amenity, opportunities for co-existence/co-location with other marine and terrestrial uses, and in the design of the project to mitigate impacts such as noise and effects on ecology and heritage.</i> Compliance with this policy is much wider than the design of the buildings within the perimeter fencing. Good design principles and the mitigation hierarchy has guided all elements of project development, the majority of which comprises an underground and undersea cable. The landscape and visual effects would clearly be much greater if the connection were delivered through an overhead line rather than an offshore cable; and it is fundamental design decisions like this that at an early stage have enabled the project to minimise effects. The ES demonstrates how noise, ecology and heritage impacts have been mitigated throughout the project lifecycle, with residual significant effects being minimal for a project of its size, and commitments/ requirements providing confidence that no material new or different environmental effects are likely. The Applicant has worked closely with Scottish Power Renewables on the design of Friston (Kiln Lane) Substation, which directly enables the connection of the EA1N and EA2 windfarms, as well as being required for Sea Link and Lionlink. The Applicant has worked extensively on the design and landscape and visual amenity

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				elements of the design of Friston (Kiln Lane) in terms of the design of the substation, the landscaping of the site and how to locate the cables for both Sea Link and Lionlink whilst maximising landscape and visual benefits and mitigation on the site. For example, SPR, NGET and NGV have worked collaboratively on a landscape masterplan for the site, including most recently meeting with the closest landowners and Parish Council representatives in Summer 2026. On 24 August 2026 SPR submitted an application to ESC under their Requirement 40 to present a landscape masterplan for the site that demonstrates good design principles for landscaping and visual amenity, whilst accommodating the four projects (EA1N, EA2, Sea Link and Lionlink); this was developed through collaborative working between the three developers. Good design in terms of landscape and visual amenity at Saxmundham Converter Station was influenced by the iterative landscape assessment approach and consultation throughout the pre-application process; with a proposed solution presented in the oLEMP. In Suffolk there is also ongoing engagement with the LionLink project which is co-located on the same site. The intention is to coordinate rather than match the designs. They occupy different parts of the site with Sea Link being tucked into the tree line and LionLink being more prominent. It therefore makes sense for them to have different but coordinated colour schemes. In Kent the colocation of the converter station and the Minster substation avoid the impacts being spread over a larger area. These are being designed together, hence the combined Key Design Principles, to form a single coordinated facility despite the independent operation and access. The baseline design approach option would be in keeping with the other infrastructure facilities nearby in the context.
		NPS EN-5	2.4.1	<i>The Planning Act 2008 requires the Secretary of State to have regard, in designating an NPS, and in determining applications for development consent, to the desirability of good design.</i> See responses to all policies on good design in this table and cross referenced.
		NPS EN-5	2.4.2	<i>Applicants should consider the criteria for good design set out in EN-1 Section 4.7, the Holford and Horlock rules and Electricity Transmission Design Principles (see Section 2.9 below) at an early stage when developing projects.</i> Application Document 7.3 Design Development Report contains information regarding how the Horlock and Holford rules have influenced the design. The NESO Electricity Transmission Design consultation on principles document was published in September 2025, 5 months after the Sea Link application was submitted. They were published in final form in June 2026, after the Examination had closed. It was therefore not

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				possible for these design principles to be considered at an early stage when developing the project. However, these principles are being considered in the development of the detailed design, although in the context of the primacy given to the commitments and Key Design Principles secured by the requirements.
		NPS EN-5	2.4.3	<i>However, the Secretary of State should bear in mind that electricity networks infrastructure must in the first instance be safe and secure, and that the functional design constraints of safety and security may limit an applicant's ability to influence the aesthetic appearance of that infrastructure.</i> Key Design Principle GE.1 in Table 3.1 in the Design Principles Statements for both Suffolk and Kent refers to a set of Critical Design Constraints that are intended to place reasonable limits on design scope in response to this policy. As discussed above, these factors necessitate a degree of flexibility at the application stage.
		NPS EN-5	2.4.4	<i>While the above principles should govern the design of an electricity networks infrastructure application to the fullest possible extent – including in its avoidance and/or mitigation of potential adverse impacts (particularly those detailed in Section 2.10 below) – the functional performance of the infrastructure in respect of security of supply and public and occupational safety must not thereby be threatened.</i> As above response to NPS EN-5 2.4.3
		NPS EN-5	2.9.18	<i>The Horlock Rules (guidelines for the design and siting of substations) were established by National Grid in 2009 in pursuance of its duties under Schedule 9 to the Electricity Act 1989. These principles should be embodied in applicants' proposals for the infrastructure associated with new overhead lines.</i> Application Document 7.3 Design Development Report contains information regarding how the Horlock and Holford rules have influenced the design.
		NPS EN-5	2.9.19	<i>In brief, the Horlock Rules state that applicants should:</i> <i>Consider environmental issues from the earliest stage to balance the technical benefits and capital cost requirements for new developments against the consequential environmental effects in order to keep adverse effects to a reasonably practicable minimum;</i> <i>Seek to avoid altogether internationally and nationally designated areas of the highest amenity, cultural or scientific value by the overall planning of the system connections²²;</i> <i>Protect as far as reasonably practicable areas of local amenity value, important existing habitats and landscape features including ancient woodland²³, historic hedgerows, surface and ground water sources and nature conservation areas;</i> <i>Take advantage of the screening provided by land form and existing features and the potential use of site</i> Application Document 7.3 Design Development Report contains information regarding how the Horlock and Holford rules have influenced the design. Further information can be found in the management plans submitted as part of the Environmental Statement. Where the Horlock Rules refer to buildings the responses to NPS EN-1 provide more detail. A key consideration throughout the option selection and design progression has been the feedback from local stakeholders at each site. The converter stations and substation, are large and significant in terms of the provision of national infrastructure, but are not something that have been designed to be landmarks that drew attention. Therefore, something with quiet quality in a vernacular design approach has been considered the optimum way to achieve this outcome.

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				layout and levels to keep intrusion into surrounding areas to a reasonably practicable minimum; • Keep the visual, noise and other environmental effects to a reasonably practicable minimum; • Consider the land use effects of the proposal when planning the siting of substations or extensions; • Consider the options available for terminal towers, equipment, buildings and ancillary development appropriate to individual locations, seeking to keep effects to a reasonably practicable minimum; • Use space effectively to limit the area required for development consistent with appropriate mitigation measures and to minimise the adverse effects on existing land use and rights of way, whilst also having regard to future extension of the substation; • Make the design of access roads, perimeter fencing, earth-shaping, planting and ancillary development an integral part of the site layout and design, so as to fit in with the surroundings; • In open landscape especially, high voltage line entries should be kept, as far as possible, visually separate from low voltage lines and other overhead lines so as to avoid a confusing appearance; • Study the inter-relationship between towers and substation structures and background and foreground features so as to reduce the prominence of structures from main viewpoints. Where practicable the exposure of terminal towers on prominent ridges should be minimised by siting towers against a background of trees rather than open skylines.
14	The names of the tables in the contents page in document [REP7-346] do not align with the names of the corresponding tables in the body of the document. The Applicant is requested to review this and provide the Secretary of State with an updated document with the correct table names matching with those listed in the contents page.	Correction of table names in document contents	An updated version of the Design Principles- Suffolk has been submitted with this letter with references corrected.	
Ecology, Biodiversity and Ornithology				
15	Horizontal directional drilling (“HDD”) entry / exit pits at the Suffolk landfall are within the subtidal zone, whereas the pits at the Kent landfall are within the intertidal zone. With	Different HDD pit approaches at Suffolk and Kent landfalls	Selection of the proposed landfall location in Kent The selection of the proposed Pegwell Bay landfall, its interaction with designated sites, and the application of the mitigation hierarchy in accordance with the requirements of EN-1 and EN-5 are	

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	reference to Table 2.6 matter 5 of [REP2-034], the Applicant is invited to summarise or signpost to the reasons, technical or otherwise, to explain the different approaches at the two landfall locations.		summarised and discussed in Section 2.8.2 of Application Document 9.34.1 (B) Applicant's Detailed Responses to the Relevant Representations Identified by the ExA [REP2-014]. The identification of the proposed landfall locations was informed by coastal bathymetry, alongside a range of environmental, engineering, constructability and consenting considerations. Trenchless landfall technique feasibility As explained in the Landfall Feasibility Technical Note (APP-321 Appendix A) the coastal bathymetric conditions at the Suffolk and Kent landfalls differ considerably, with the Kent coastline characterised by a more gradual nearshore seabed gradient, resulting in shallow water extending significantly further offshore than at the Suffolk landfall near Aldeburgh. These differing coastal conditions informed the design and assessment of the respective landfalls. Further to the Applicants explanation provided in Section 2.6.5 of Application Document 9.79 Applicant's Comments on Written Representations [REP2-034], achieving an HDD exit point beyond the intertidal zone (in the subtidal zone) at Pegwell Bay would require a minimum HDD length of approximately 2.5 km. Whilst HDDs of this length are technically feasible, they require HDD rigs at both ends of the drill, which in this case would necessitate the installation of an HDD rig on a jack-up barge located at mean low water springs (MLWS). The jack-up barge would be required for the duration of the drilling works and, due to the increased HDD length, the construction programme would be expected to increase by approximately two to two-and-a-half times compared with the proposed approach. The only technically feasible alternative capable of achieving a landfall installation length of approximately 2.5 km whilst avoiding the intertidal area would be a full-scale tunnel. Such an approach would require substantially greater construction activity, materials, excavated spoil management and carbon emissions than the proposed HDD solution. Microtunnelling is not a feasible alternative over this distance without the provision of one or more intermediate shafts. Such shafts would need to be located within the intertidal zone and would therefore result in greater construction activity and environmental disturbance within the intertidal area than the proposed trenchless landfall techniques exit location. Direct Pipe technology is also not considered a viable alternative. The longest demonstrated Direct Pipe installation is approximately 1.9 km and, therefore, the technique could not achieve a 2.5 km crossing without exiting within the intertidal area. Whilst a 2.5 km trenchless landfall technique is technically feasible, it is considered to be at the practical limits of current HVDC cable installation and pulling methodologies. Consequently, it would introduce increased technical complexity, construction and risk and programme uncertainty relative to the proposed design. Impacts and assessments within the Environmental Statement In further response to [REP2-034], the impacts from the Proposed Project at both the Kent and Suffolk landfalls were assessed in full within the Environmental Statement. No significant effects were identified for the Offshore Scheme at either landfall. Additionally, the Application Document 6.6 Habitats Regulations Assessment [REP7-119] also concluded no likely adverse effects on integrity within Section 6.3 and Section 7.3. At both the Kent and Suffolk landfalls, the Applicant has committed to the use of trenchless landfall techniques to avoid sensitive features in its design. The commitment to a trenchless technique in Kent ensures that the designated dune features of the Sandwich Bay SAC are avoided alongside the sensitive saltmarsh features of the Sandwich Bay to Hacklinge Marshes SSSI. Previous research has shown that in soft sediment habitats, such as those found in the wider intertidal at Pegwell Bay, cable trenches infill over time, with benthic communities recovering into the affected areas as the sediments re-establish and recover. As such, previous reviews of the effects of cable installation on seabed habitats have concluded that cable installation effects result in only temporary and localised effects [REP7-119]. Benthic surveys at Pegwell Bay, to investigate the effect of cable installation by

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			trenching across the mudflats, were undertaken for the NEMO cable installation project. The Nemo Link Interconnector Year 3 Post-Construction Intertidal Technical Report (CEAPEG0820) reports that <i>“following an initial decrease in abundance and diversity in 2018, intertidal communities have been resilient to the physical disturbance resulting from the burial of the cable in 2017. Natural tolerance coupled with fast natural recruitment has resulted in a rapid recovery of faunal communities in 2020’.</i> Furthermore, the monitoring report also states ‘data collected during the year-one and year-three post-construction surveys showed that the loss of intertidal fauna was localised and temporary, and by 2020 faunal communities and habitats present along the cable route reflect those seen during the baseline survey’. Furthermore, the Applicant has also considered the Secretary of State’s request in Question 32 to commit to a seasonal restriction for activities below Mean High Water Springs at Pegwell Bay from November to February. The Applicant agrees to this commitment and will update the REAC and Offshore CEMP accordingly to avoid impacts to overwintering birds within the Thanet Coast and Sandwich Bay SPA/Ramsar both from disturbance and through any indirect effects through impacts to prey species. The Applicant has also committed within Condition 15 of the DML to carry out pre-construction surveys, in accordance with the outline In Principle Monitoring Plan, to inform the delivery of commitments and mitigation identified in the Outline Offshore Construction Environmental Management Plan. The MMO and Statutory Nature Conservation Bodies would be consulted during this process to ensure baseline data and proposed approaches are fit for purpose to feed into the final Monitoring Plan. This final Monitoring Plan for Sea Link, including Pegwell Bay, would require approval from the MMO in consultation with Statutory Nature Conservation Bodies. In the event that the reports provided to the MMO identify impacts which are unanticipated, and in the view of the MMO (in consultation with the relevant statutory nature conservation body), are significantly beyond those predicted within the Environmental Statement, Habitats Regulations Assessment, or Marine Conservation Zone Assessment, an Adaptive Management Plan will be produced and submitted alongside the relevant post-construction monitoring reports.
16	The Applicant is invited to provide an updated oCEMP and REAC which amends references in commitment B45 to the breeding season from ‘March to August’ to ‘March to September’ and to require supervision by an ecological clerk of works and/ or qualified ornithologist during all months. NE is invited to advise whether it considers this commitment would avoid temporary adverse effects on Sandwich Bay and Hacklinge Marsh SSSI breeding bird assemblage from disturbance during construction.	Breeding bird season and ecological supervision commitments	The Applicant has recognised in the wording of B45 and the Kent oLEMP that the bird breeding season nesting season can extend into September. However, the Applicant recognises that the wording of B45 does suggest that the bird breeding season is limited to March to August rather than March to September and, as such, the following changes have been made: B45 - ‘Installation of overhead line pylons either side of Sandwich Bay to Hacklinge Marshes SSSI will not cover the entire breeding season (March to September included) but will either take place outside the bird breeding season or will only occupy approximately two months of the breeding season unless otherwise agreed with Natural England. Any works causing noise levels above 60dB L_{max} at the boundary of the SSSI, will take place outside ~~the period from the bird breeding season~~ (March to August). Where ~~such~~ works are to be undertaken during September, ~~an ecological clerk of works and/ or~~ a suitably qualified ornithologist will check the area of SSSI within which the activities are forecast to be subject to noise levels above 60dBL_{max} to confirm the absence of qualifying nesting bird features of the SSSI. The relevant works will only occur if no active nests of SSSI qualifying birds are identified.’ The Applicant cannot commit to undertaking all ‘noisy work’ (i.e. works exceeding 60dB L_{max} at the SSSI) outside of the period March to September. This is because that would leave just one month (October) for pylon installation works (which have been modelled to exceed 60dB L_{max} at the SSSI) between the end of this restriction and the start of the November to February restriction set out in Measure B51; one month is not sufficient to complete these works and would therefore substantially affect the overall construction programme. The Applicant responded to this matter in their response to ExA second written question 2ECOL23 EN020026-002924-9.123 Applicant's Responses to Second Written Questions.pdf The presence of an ecological clerk of works or qualified ornithologist is only specifically required, in relation to this issue, during September. This is because it is during this month that ‘noisy work’ can be undertaken if the ecological clerk of works or qualified ornithologist has confirmed that there are no

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			qualifying nesting bird features within the area of the SSSI where noise levels could exceed 60dB LAmax. In the remainder of the bird breeding season, noisy work is not permitted and no such checks for qualifying nesting bird features are required.
17	The Secretary of State notes NE's comments regarding water vole at Leiston-Aldeburgh SSSI and its advice that in order to avoid potential effects on water vole, commitment B62 [REP7-129] should be updated as follows "Prior to HDD works commencing, the Undertaker will carry out Phase 2 botanical surveys and water vole surveys within the area of the Proposed trenchless crossing route...". The Applicant is invited to update the outline Offshore Construction Environmental Management Plan ("oOCEMP") to reflect this.	Water vole surveys before HDD works	The Applicant agrees with the proposed change and confirms that the wording of B62 referenced in Application Document 9.84 (G) Register of Environmental Actions and Commitments (REAC) , Application Document 7.5.2 (F) Outline Offshore Construction Environmental Management Plan and Application Document 7.5.3 (F) Outline Onshore Construction Environmental Management Plan , as well as Appendix B of Application Document 7.5.7.1 (F) Outline Landscape and Ecological Management Plan – Suffolk , submitted in response to the Secretary of State letter, have been amended accordingly.
18	The Applicant is invited to amend commitment B60 [REP7-129] to remove "as appropriate".	Removal of qualification from commitment B60	The Applicant agrees with the proposed change and has amended the wording of measure B60 within Application Document 9.84 (G) Register of Environmental Actions and Commitments (REAC) , Application Document 7.5.2 (F) Outline Offshore Construction Environmental Management Plan and Application Document 7.5.3 (F) Outline Onshore Construction Environmental Management Plan submitted in response to the Secretary of State letter.
19	The Applicant is invited to update Appendix B of the oLEMP [REP7-141] to secure two years of collision monitoring from commencement of operation of the new overhead line arrangement and to update REAC commitment B55 to secure that: "In the event that collision monitoring surveys in the oLEMP identify that collisions with existing lines are worse than predicted due to the new overhead line arrangement, the applicant will consult with the statutory nature conservation body regarding the need for additional diverters on existing lines. Where consultation with the statutory nature conservation body indicates that additional mitigation is required, diverters shall be fitted on the existing lines, or other appropriate measures agreed with the statutory nature conservation body."	Overhead line bird collision monitoring and mitigation	The requirement for two years of collision risk monitoring from commencement of operation of the new section of overhead line in Kent has been added to Appendix B of Application Document 7.5.7.2 (F) Outline Landscape and Ecological Management Plan – Kent , submitted in response to Secretary of State Letter dated 28 August 2026. The wording of commitment B55 has been updated as per the proposed text within Application Document 9.84 (G) Register of Environmental Actions and Commitments (REAC)
20	The Applicant is invited to update ES Part 3 Chapter 2 [REP7-095] to consider worst-case effects on beaver due to the possible dismantling of the beaver lodge due to the temporary bridge over the River Stour.	Worst-case effects on beaver	Application Document 6.2.3.2 (I) Part 3 Kent Chapter 2 Ecology and Biodiversity has been updated in response to this comment and to reflect the response previously provided by the Applicant in Table 53.1 of Application Document 9.149 (B) Applicant's Comment on Other Submissions Received at Deadline 6 .
21	The Applicant is invited to set out how the dormice survey methodology [APP-108, APP-228, APP-159, APP-259] is in line with the Dormouse Conservation Handbook (second addition). NE is invited to comment on the Applicants survey methodology.	Dormouse survey methodology	The risk of dormice being present in the survey area is considered low given that (as acknowledged by East Suffolk Council and Suffolk County Council) dormice have not previously been recorded in this part of East Suffolk despite a great deal of survey work undertaken for numerous infrastructure projects and only one dormouse tube out of almost 600 tubes deployed (extensive survey effort) having an ambiguous record. The survey methodology that existed at the time of survey required a minimum score of 20. The scores for each survey area were: • 70.76 for habitats in Zone C. • 20.1 for habitats in Zone D. • 48 for habitats in Zone E.

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			24.04 for habitats in Zone F. Therefore, the Applicant's original dormouse survey <u>exceeded</u> the minimum survey effort in guidance relevant at the time the survey was undertaken. An updated dormouse survey is being undertaken of Zone D which follows a methodology agreed with East Suffolk Council and in accordance with the Hazel Dormouse Conservation Handbook (3rd edition, 2025) and the Hazel Dormouse Mitigation Handbook (2025). A combination of dormouse nest tubes and footprint tunnels (the latter not used in the original dormouse survey as they were not part of the standard methodology at the time that survey was undertaken) have been used to determine the presence or likely absence of hazel dormouse within suitable habitats. The survey is ongoing at the time of writing (currently 70% complete) and is due to finish in November 2026. To date (September 2026) no evidence of dormouse has been found, which supports the conclusion of the original survey and is in line with the generally expressed low expectation of encountering dormice in this part of East Suffolk.
22	With regards to paragraph 1.4.1, Table 1.15, Table 1.18, paragraph 1.5.5, and 1.5.7 of [APP-108] and paragraph 2.7.31 of [REP7-094] the Applicant is invited to further justify how they have concluded likely absence of Hazel Dormice for the Suffolk Onshore Scheme [paragraph 2.9.89 REP7-094]. With regards to paragraph 1.4.8, Table 1.9, Table 1.11, Table 1.12, paragraph 1.4.12, Table 1.14, Table 1.15, and paragraph 1.5.5 of [APP-159] the Applicant is invited to justify its conclusion within the oLEMP [REP7-141] paragraph 3.5.5 and [REP7-095] paragraph 2.9.105, of likely absence of Hazel Dormice for the Kent Onshore Scheme. NE is invited to comment on the Applicants survey conclusion.	Justification of likely absence of Hazel Dormice	Please refer to the answer to point 21 above regarding the Suffolk Onshore Scheme. Regarding the Kent Onshore Scheme, the survey methodology that existed at the time required a minimum score of 20. The scores for each survey area were: 24.58 for habitats in Zone A 49.28 for habitats in Zone B 36.8 for habitats in Zone C 14.96 for habitats in Zone D Therefore, the Applicant's original dormouse survey <u>exceeded</u> the minimum survey effort in guidance as it existed at the time the survey was undertaken. An updated dormouse survey is being undertaken of the Converter Station site (Zone D) in 2026 in accordance with the Hazel Dormouse Conservation Handbook (3rd edition, 2025) and the Hazel Dormouse Mitigation Handbook (2025). A combination of dormouse nest tubes and footprint tunnels (the latter not used in the original dormouse survey as they were not part of the standard methodology at the time that survey was undertaken) have been used to determine the presence or likely absence of hazel dormouse within suitable habitats. The survey is ongoing at the time of writing (currently 70% complete) and is due to finish in November 2026. To date (September 2026) no evidence of dormouse has been found, which supports the conclusion of the original survey.
23	The Secretary of State notes the Applicant's commitment to update the 2025 [APP-108, APP-159] dormouse survey reports using up to date survey methodology (third edition Hazel Dormouse Conservation and Mitigation Handbook). As set out in the Suffolk oLEMP Table 1 [REP7-140] the Applicant is invited to extend the dormouse survey area to zone E or provide further justification as to why it should not be resurveyed following the inconclusive identification of young in a green leaf nest set out in the 2025 survey report. The Applicant is invited to remove 'if possible' from Table 1 [REP7-141].	Updated dormouse surveys and extension to Zone E	Zone E was not identified to contain any potential evidence of dormice, and potential presence of dormice at Zone E has not been suggested by any stakeholder including East Suffolk Council. The reference to young in a green leaf nest in SoS question 23 refers to Table 1.18 of Application Document 6.3.2.2.J ES Appendix 2.2.J Hazel Dormouse Survey Report [APP-108] and in full reads '<i>Loose green leaf nest, 4 pink hairless young, no adult. Probable wood mouse</i>' [emphasis added]. Dormice always have breeding nests that are tightly woven structures. Wood mice and yellow necked mice have loose green or brown leaf nests. The young mentioned are therefore either wood mouse or yellow-necked mouse, but it is not possible to tell pink hairless young of these two species apart hence use of the word 'probable', but there is no possibility that these were young hazel dormice. Therefore it is not considered necessary to extend the survey area to Zone E. The words 'if possible' have been removed from Table 1 in Appendix B of Application Document 7.5.7.2 (F) Outline Landscape and Ecological Management Plan – Kent submitted in response to Secretary of State letter.

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24	Commitment B59 in the oCEMP [REP7-129] and oOCEMP [REP7-127] makes provision for trenchless landfall works but then refers to provision of an HDD landfall method statement. Commitment B62 [REP7-129] also references the HDD crossing route. The Applicant is invited to review and update the REAC, oCEMP, OCEMP and any other relevant control document to identify and replace references to 'HDD' with 'trenchless crossings', to ensure controls would apply to any method of trenchless crossings regardless of the eventual method employed.	Consistent use of trenchless crossing terminology	The Applicant confirms that amendments have been made to the wording of commitments B59 and B62 to refer to 'Trenchless Techniques' as per the DCO terminology. This has been updated within Application Document 9.84 (G) Register of Environmental Actions and Commitments (REAC) , Application Document 7.5.2 (F) Outline Offshore Construction Environmental Management Plan and Application Document 7.5.3 (F) Outline Onshore Construction Environmental Management Plan submitted in response to the Secretary of State letter.
25	With regard to [REP7-277], the Applicant is invited to update REAC [REP7-359] Commitment B23 to include lighting mitigation commitments for disturbance impacts to ecological receptors during construction.	Construction lighting mitigation for ecological receptors	REAC measure B23 already mentions 'visual disturbance' which was intended to encompass lighting impacts. However, a specific reference to lighting has now been added to Application Document 9.84 (G) Register of Environmental Actions and Commitments (REAC) submitted in response to the Secretary of State letter.
26	NE identified unexploded ordnance as a red risk in its issues log but did not have an opportunity to comment on the measures referenced in the final REAC [REP7-359]. The Secretary of State invites NE to provide an updated position on the final mitigation proposals.	Natural England position on UXO mitigation	The Applicant has no further response.
27	There was a late replacement of the term Ecological Clerk of Works ("ECoW") with Environmental Clerk of Works ("EnvCoW") which has created uncertainty regarding the ecological management works. The Applicant is requested to clarify the circumstances in which an EnvCoW or an ECoW would be used and their relevant powers to ensure that best practice in ecological management would be followed and that relevant ecological mitigation in control documents would be implemented appropriately. The Applicant is invited to explain why the Kent oLEMP [REP7-141] suggests that the ECoW has the power to stop works if required, but the Suffolk oLEMP [REP7-140] does not include a similar provision.	Roles and powers of EnvCoW and ECoW	The distinction between the responsibilities of the Environmental Clerk of Works and Ecological Clerk of Works are stated in Paragraph 1.6.1 of Application Document 7.5.7.2 (F) Outline Landscape and Ecological Management Plan – Kent and Application Document 7.5.7.1 (F) Outline Landscape and Ecological Management Plan - Suffolk as follows: '<i>An Environmental Clerk of Works (EnvCoW) will be responsible for ensuring construction environmental mitigation measures are correctly implemented, monitored and maintained. In addition, an Ecological Clerk of Works (ECoW) or equivalent term, will be appointed. The Ecological Clerk of Works or equivalent will be a suitably qualified ecologist and will draw upon other specialist suitably qualified ecologists as necessary, such as to undertake surveys. The scope of the ECoW will be advised by the ecologist and landscape architect based on relevant environmental commitments, the findings of the pre-commencement walkovers and update surveys, protected species licensing requirements and with reference to the relevant project programmes. The ECoW will have authority to stop works if required, or require amendments to working methods, if ecologically sensitive features such as reptiles are encountered.</i>' The disparity with the same text in the Suffolk oLEMP is an error that has been corrected by inserting the final sentence above to match the wording in the Kent oLEMP.
28	The Applicant is invited to update measure B67 of the REAC [REP7-359] to ensure that the scope of the saltmarsh survey covers the proposed trenchless crossing route as well as the access and egress, as follows: "The survey will also cover the final trenchless crossing alignment". The Applicant is further invited to update measure B67 to the wording below to remove the words "as appropriate" when referring to the need to consult with statutory bodies: "The locations and widths of access routes across the mudflats will be defined post consent in consultation with Natural England, Kent Wildlife Trust and the National Trust".	Saltmarsh survey scope and statutory body consultation	The Applicant confirms that B67 has been updated in Application Document 9.84 (G) Register of Environmental Actions and Commitments (REAC) , Application Document 7.5.2 (F) Outline Offshore Construction Environmental Management Plan and Application Document 7.5.3 (F) Outline Onshore Construction Environmental Management Plan in line with the requests of the Secretary of State.

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29	Paragraph 1.2.7 of the Suffolk oLEMP [REP7-140] relating to biodiversity net gain (“BNG”) reporting includes track changes that make the final BNG provisions ambiguous. The Applicant is invited to provide an updated oLEMP including the final text.	Final biodiversity net gain text in Suffolk oLEMP	Application Document 7.5.7.1 (F) Outline Landscape and Ecological Management Plan – Suffolk has been updated as requested and resubmitted.
30	The Applicant is invited to provide a copy of the Impact Assessment and Conservation Payment Certificate for great-crested newt district level licencing.	Great crested newt licensing documents	The Applicant confirms that Impact Assessment and Conservation Payment Certificates (IACPCs) have been obtained from Natural England in respect of the Great Crested Newt (GCN) District Level Licensing process for both the Kent and Suffolk onshore elements of the Proposed Development. The IACPC for the Suffolk onshore scheme was issued by Natural England on 26 May 2026 and the IACPC for the Kent onshore scheme was issued on 22 July 2026. Copies of the relevant IACPCs are provided at Appendix A for the Secretary of State's consideration. The Applicant notes that these certificates demonstrate Natural England's assessment and confirmation of the conservation payment requirements associated with the application of the GCN District Level Licensing scheme to the Proposed Development
31	The Applicant is invited to revise the Suffolk and Kent oLEMPs and onshore and offshore oCEMPs to provide that relevant survey and monitoring data is shared in the appropriate formats with the relevant Local Environmental Records Centre(s) and / or relevant national and regional environmental recording schemes.	Sharing ecological survey and monitoring data	The Applicant confirms that Application Document 7.5.2 (F) Outline Offshore Construction Environmental Management Plan, Application Document 7.5.3 (F) Outline Onshore Construction Environmental Management Plan, Application Document 7.5.7.1 (F) Outline Landscape and Ecological Management Plan – Suffolk and Application Document 7.5.7.2 (F) Outline Landscape and Ecological Management Plan – Kent have been updated and submitted in response to the Secretary of State letter.
32	The Applicant is invited to update the oCEMP [REP7-129] commitment B59 to explicitly exclude works in the winter period: “The landfall method statement must ensure that works in Pegwell Bay are programmed to avoid the wintering period (November to February)”.	Avoidance of winter works at Pegwell Bay	The Applicant confirms that the wording of B59 has been updated in the Application Document 9.84 (G) Register of Environmental Actions and Commitments (REAC), Application Document 7.5.2 (F) Outline Offshore Construction Environmental Management Plan and Application Document 7.5.3 (F) Outline Onshore Construction Environmental Management Plan submitted to the Secretary of State to exclude works during November to February below Mean High Water Springs for landfall activities in Pegwell Bay.
Habitats Regulations Assessment			
33	The Report to Inform HRA [REP7-119] states that a detailed UXO survey was planned to be carried out in 2025 to better detect and define potential UXOs that may require clearance. The Applicant is invited to confirm if this survey has been carried out and, with reference to [REP7-364], to explain whether it considers the results of the survey should be used to inform the EIA and HRA undertaken for the Proposed Development at this stage.	UXO survey and implications for EIA and HRA	The Applicant confirms that the recommended 2-stage approach to UXO licencing offshore has been followed by the Applicant, in agreement with the MMO, under the guidance produced by Defra (UK government departments, devolved governments and associated bodies) in 2025³ Marine environment: unexploded ordnance clearance Joint Position Statement. The inclusion of UXO campaigns in DCOs is not standard practice and is not in line with current policies. The reason for this is because the UXO campaigns are high risk and complex; there is not sufficient information at the DCO stage to make a confident determination. A two-licence approach is designed to remove the over-estimation of UXO numbers and uncertainty over types of UXO, which in turn, inflates the level of contingency for clearance requirements, significantly impacting licensing timelines and using up headroom in cumulative noise assessments for certain Special Areas of Conservation (SACs). The Applicant confirms that a detailed Stage 1 UXO Geophysical survey is currently being undertaken for the Offshore Scheme to acquire a detailed coverage over the Order Limits to identify the presence of potential UXO. This survey is expected to conclude before October 2026 with analysis completed for the end of this year. Stage 2 UXO Target Investigations are expected to start April 2027 following the analysis of the 2026 Stage 1 data. A Marine Licence Application has been submitted to the MMO 14 August 2026.

³ Marine environment: unexploded ordnance clearance Joint Position Statement: [Marine environment: unexploded ordnance clearance Joint Position Statement - GOV.UK](#)

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			These investigations are required to investigate the potential UXO and determine if they are confirmed UXO. The information for these offshore UXO surveys is therefore unavailable to inform the EIA and HRA undertaken for the Proposed Project at this stage but are subject to a separate licencing approach as per the recommended guidance produced by Defra. It should however be noted that the existing baseline surveys used for the Sea Link assessment were sufficient to cover HRA and EIA requirements. In an email received from Natural England on the 10 September 2026, the Applicant received confirmation that <i>Natural England's standard position is that a separate UXO Marine Licence should be applied for prior to the works once there is much more information on exactly infrastructure is being built and where. At that stage, the Applicant should have more detailed surveys conducted that narrows down the number and size of UXO's. Additionally, there will be more information on projects that may be constructing in combination, a key issue when considering the impact on the harbour porpoise feature of the Southern North Sea SAC.</i> This is the process followed by the Applicant.
34	The Applicant is requested to update the outline Red-Throated Diver Protocol [REP7-142] to remove the commitment to discuss compensation requirements post-emergency repair with the MMO as this mechanism does not appear consistent with derogation requirements under the Habitats Regulations.	Red-Throated Diver Protocol and compensation wording	The Applicant confirms it has amended Paragraph 1.5.16 to remove the commitment to discuss compensation requirements with the MMO post emergency repair within Application Document 7.8 Outline Red Throated Diver Protocol . The remaining commitments in the Red Throated Diver Protocol remain unchanged.
35	NE is invited to confirm that the revised Marine Chapter 1, Physical Environment [REP7-097] and Marine Chapter 2, Benthic Ecology [REP7-099] address its concerns [REP6-244] that some landfall construction activities were not included, and that clarification was needed about sequential or overlapping cable installation activities.	Landfall activities and cable installation sequencing	The Applicant has no further response.
Water Environment			
36	The Environment Agency (“EA”) requested that the DCO (Part 2 Principle Powers) should be updated to specify that finished levels should be no lower than stipulated in the FRA [REP7-362]. The Applicant is invited to propose wording to secure this, or if not, explain why. The EA is invited to advise whether the Applicant’s responses in [REP7-174] resolve its outstanding concerns.	Finished levels, flood risk assessment and DCO wording	The matter referred to by the EA was first raised at deadline 7 and is concerned with the depth to which cables can be installed. The aspect of Part 2 Principal Powers that was challenged was Article 5(d)(ii) which is repeated in this extract from 5(d) below: <i>‘(d) in respect of the onshore underground electric line (excluding link pillars, chambers and where within substations and converter stations), deviate vertically—</i> <i>(i) upwards such that the minimum distance that will be kept between the top of the cable or the top of the protective tiles and finished ground level is 0.75 metres; and</i> <i>(ii) downwards to such extent as the undertaker considers necessary or convenient.’</i> This wording is commonly used because, except in very particular circumstances, greater depths do not result in new/ different environmental effects. A meeting was held between the Applicant and the Environment Agency on 20 August with the aim of resolving remaining issues. At this meeting, the EA clarified that this comment specifically concerned the depth of cables at the Suffolk landfall. It was agreed between the parties that the FRA did not stipulate maximum cable depths, so there were no depths to be secured. However, it was agreed that the Applicant would revisit all environmental discipline topics to confirm whether greater depths would change the likely significant effects as predicted in the Environmental Statement at Suffolk landfall. A copy of this document, which was submitted to the EA on 10 September 2026, is provided with this letter [Application Document 9.157].

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			The conclusion of this review was that no new or different likely significant effects would occur if the cable depth was deeper than 25m for any topic, except for geology and hydrogeology. For this topic, the only concern would be if the cable installation entered the Chalk Aquifer strata that underlies the Crag, Coralline Crag and London Clay strata; however, given the Chalk Aquifer is at a depth of approximately 70m below ground level, there is no potential for this to occur. The EA responded by email on 15 September 2026 stating: <i>“In regard to the interaction between the proposed vertical limits of deviation and groundwater receptors, we have reviewed a report titled “9.157: Suffolk Landfall Trenchless Installation Depth Review Assessment Technical Note” by National Grid (dated September 2026, Version A), which provided an assessment deeper vertical limits and the potential to impact groundwater receptors. The report stated that the expected depth of cabling and drill works (up to 25m below ground) is not expected to interact with the chalk aquifer located at -79.6m Above Ordnance Datum (AOD). Furthermore, commitments B09 and B60 in the REAC include mitigation and management measures to minimise impacts from frac-out and drilling fluid release. We are therefore content to resolve our concern relating to the interaction with groundwater bodies”.</i> On the basis of the above it is not considered necessary to propose any additional wording in respect of Article 5, Part 2 Principal Powers.
37	The Applicant is invited to comment on the outstanding issues of the EA [REP7-362], including whether there is a REAC commitment for remediation of cables if there is a risk of exposure or they become exposed.	Outstanding Environment Agency issues and cable remediation	The Applicant confirms that it has further engaged with the Environment Agency post close of examination and has received email confirmation on the 24 July 2026 that following updates to MPE06 in the REAC at Deadline 7 they are satisfied that the commitment now provides an appropriate framework for monitoring and managing this matter and that the Environment Agency “agree with the Applicant's proposed approach and are content for this issue to be resolved”.
38	SCC is invited to confirm whether it agrees with the Deadline 7 drainage design change to replace the temporary drainage basin that was situated in Flood Zone 3 with a linear drainage feature which avoids works in Flood Zone 3 [reference 6 of REP7-173 and REP 7-148] and to confirm whether this change resolves its outstanding concerns regard the sequential and exception tests [Chapter 8 of REP7-367] and suggestion for an additional requirement [REP7-368].	Suffolk drainage design change and flood risk tests	In case it aids the Examining Authority and others, the Applicant would note that this discussion concerns the temporary drainage feature along the haul road, for the cable route east of Saxmundham Converter Station. The wording of the requirement suggested by SCC in [REP-368] was taken from text proposed by the Environment Agency that incorrectly referenced a different drainage feature to the west of the Converter Station, and therefore also referenced different works (namely the access road to the Converter Station). The principle of the Requirement was added to the REAC by the Applicant at Deadline 7 (Application Document 9.84(F), commitment W39 [REP7-359]), referencing the correct drainage feature and associated works. At the request of the Environment Agency, this commitment has now been introduced as a requirement in the draft DCO, and accordingly deleted from the REAC. It is hoped that this requirement satisfies SCC’s request for a requirement in REP7-368.
Traffic and Transport			
39	The Applicant plans to use the Benhall Railway bridge to transport heavy goods and abnormal indivisible loads (“AILs”). The Applicant is invited to provide an update on whether a structural survey has been completed for the bridge and if so, to submit it to the Secretary of State.	Benhall Railway bridge structural survey	The Applicant has submitted a final Approval in Principle to SCC Highways for review on the 1 September 2026 and is awaiting a response; SCC has acknowledged receipt of this document. The timeline for the review of the document is below • The Applicant submitted the original AIP document to SCC Highways in October 2025 for review. The Applicant chased for comments in meetings and by email during October-December 2025. • It was resubmitted in December 2025 due to the link to the document timing out on SCC • The Applicant chased SCC for Comments in emails and meetings between December 2025 and March 2026 and the matter was discussed in Examination hearings. • SCC responded with comments in April 2026 • The Applicant submitted an updated AIP in May 2026 responding to comments received. • Further comments were received in June 2026 from SCC

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			• A Final Version was submitted in July 2026 • Further comments were provided in July 2026 • A second final version of the document was submitted to SCC on the 1 September, a response is awaited. The Applicant submitted the same AIP to Network Rail in October 2025 and had an agreed version by December 2025. Following sign off of the AIP from SCC, a meeting will be arranged with SCC and Network Rail to find a date for the survey and agree a sign off process for the Risk assessments and method statements associated with the Survey. National Grid Ventures (LionLink) will also have a team present at the survey.
Climate Change			
40	ES Part 5 Chapter 1 – Climate Change [APP-085] assumes that no SF 6 will be used in the Proposed Development. Other representations by the Applicant [REP4- 094, REP5- 135, REP5-131, REP6-111] state that SF6 equipment may be used at locations other than Friston substation. The Applicant is invited to explain why potential fugitive emissions of SF6 has been scoped out of the ES.	SF6 equipment and greenhouse gas emissions assessment	There are several items of necessary equipment where either a technically viable SF6-free solution is not available, or is disproportionately commercially restrictive, at the time of writing. The Applicant is working with our equipment manufacturers proactively to minimise equipment requiring SF6 as new technology becomes available. It is also vital that any SF6 used within the Applicant's infrastructure stays in situ as it is essential for the insulation of high voltage electrical parts. SF6 is not vented out, and the handling of the gas is heavily controlled if and when it is necessary to empty the equipment for maintenance or repair. In addition, the Applicant has committed to implementing an emissions monitoring and control plan that is fully compliant with the Fluorinated Gas (F gas) Regulation and any successor legislation. The matters set out above are in line with commitment CC03 as set out in Application Document 9.84 (G): Register of Environmental Actions and Commitments (REAC). Based upon the above it remains the view of the Applicant that the risk of fugitive emissions occurring in quantities sufficient to contribute to climate change is so low that potential climate change effects are neither likely nor significant and, as such, that the issue of fugitive emissions of SF6 should remain scoped out of the ES.
Noise and Vibration			
41	At Deadline 7, ESC suggested that paragraph 4.2.14 of NPS EN-1 supported the requirement for a deed of obligation with the Applicant in respect of support received from an environmental health officer, but due to the late nature of the submission, the Applicant was unable to respond. The Secretary of State requests the Applicant to provide an update in response to this submission.	Environmental health officer support deed of obligation	ESC's deadline 7 submission [REP7-197] made the case that the Applicant should enter into a deed of obligation to provide Community Mitigation Payments to ESC on a number of matters. The Applicant's overarching response to the principle of these agreements is provided in the response to question 56 below. In terms of the specific request for funding to support an environmental health officer; it is relevant that the Proposed Project is not predicted to result in any likely significant noise effects during the construction or operational stage of the project. This has been achieved through the nature of the Proposed Project, good design, locating noise generating equipment away from noise sensitive receptors, and through the introduction of noise reduction and mitigation measures during the construction and operational periods. Noise and vibration will be managed through adherence to commitments in Application Document 9.84 (G) Register of Environmental Actions and Commitments (REAC), the new operational noise requirement and through development of the Noise and Vibration Management Plan, for which ESC would be the discharging authority or a consultee. These commitments already provide reassurance that noise levels will not be significant and provides ESC with the opportunity to influence measures introduced to ensure this is the case. The Applicant has also agreed to enter into a Planning Performance Agreement (PPA) to fund time for ESC to engage on development of the final Noise and Vibration Management Plan, covering officer time to input and review the document.

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			In the above context, the only reason that ESC would have for continuous noise monitoring would be if the Applicant does not adhere to the legally binding commitments on noise secured through the DCO. There are established mechanisms for dealing with enforcement should the Applicant breach any element of the DCO; but the Applicant does not see any reason why ESC should consider this likely to occur and is not in agreement that a fund should be set up to pay for officer time in advance of it occurring. The ESC submission references two paragraphs in the NPS and argues that they encourage development of an Environmental Health Officer Support Fund, namely paragraph 4.2.15 and 5.12.17. Paragraph 4.2.14 includes a section on ‘working together under the heading ‘The critical national priority for low carbon infrastructure’. It states: <i>‘With the increasing number of development consent applications coming forward, this will put pressure on existing systems within the NSIP regime. It’s therefore important that all parts of the system work together cohesively to ensure that the impacts of projects are properly assessed and mitigated so that good quality schemes are consented. LPAs and statutory advisors need the best and most assessable information from applicants so that they can easily identify all the relevant issues, agree the majority of those early and focus their attention on any controversial issues. Applicants providing tracked versions of amended documents alongside the clean versions is encouraged. Applicants should view their relationships with LPAs and statutory advisors as a valuable collaborative one.’</i> The Applicant has always been empathetic of the pressures on local authorities, particularly in Suffolk where there are a large number of NSIP applications progressing simultaneously. The Applicant has made efforts throughout the project to work with local authorities and has agreed Planning Performance Agreements to fund officer time since the early stages of the projects. The Applicant has provided tracked and clean versions of documents where appropriate and has worked around officer availability to organise meetings and provide review timescales that are mindful of other officer commitments as far as possible. The Applicant has met to discuss issues in issue specific meetings and regular monthly catch ups and worked hard to accommodate many of ESC’s requests. The fact that ESC would like additional funding or scheme changes that the Applicant has not agreed to, does not mean that the Applicant has not worked collaboratively with ESC. The Applicant considers that the approach taken on Sea Link is fully compliant with paragraph 4.2.14. However, paragraph 4.2.14 does not appear relevant to a request for funding towards existing roles within local authorities, particularly where those roles have limited or no roles on the project beyond roles already proposed to be funded under PPAs. NPS EN-1 Paragraph 5.12.17 states: <i>‘The Secretary of State should not grant development consent unless they are satisfied that the proposals will meet the following aims, through the effective management and control of noise: • Avoid significant adverse impacts on health and quality of life from noise; • Mitigate and minimise other adverse impacts on health and quality of life from noise; and • Where possible, contribute to improvements to health and quality of life through the effective management and control of noise.’</i> Again, the application demonstrates compliance with the above but the Applicant does not consider that it would be the correct interpretation of paragraph 5.12.17 to suggest that it means Applicants should fund Environmental Health Officers in local authorities beyond inputs directly related to the project, which again, are funded through PPAs.
Human Health and Wellbeing			
42	The ES Health and Wellbeing chapters did not conclude that there would be significant adverse effects, but the Applicant has committed to a process of recording and responding to potential welfare concerns raised in HW03 of the REAC [REP7-359]. The Applicant and relevant councils	Process for sharing welfare concerns	The wording of commitment HW03 has been updated as requested within Application Document 9.84 (G) Register of Environmental Actions and Commitments (REAC) submitted in response to the Secretary of State letter

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	are requested to comment on the following wording that may be added in to the REAC should the Proposed Development be consented: “HW03 - "The undertaker has an established process of recording and responding to potential welfare concerns raised with the undertaker. This information shall be shared with the relevant district and county councils when concerns are recorded. Where consent is given by the individual, and the potential concern is also relevant to ScottishPower Renewables (“SPR”), the undertaker will share the minimum level of detail necessary with SPR, to allow both developers to respond accordingly. This process also applies in reverse.”		
Socio-economics and Tourism			
43	The Skills, Supply Chain and Employment Plan (“SSCEP”) [REP6-101] was included in in the dDCO requirement 5 but SCC found that it was lacking in substantive detail. The Applicant is requested to provide justification for the lack of detail in the SSCEP and to provide an update if it has been developed further to address SCC’s concerns.	Detail in the Skills, Supply Chain and Employment Plan	The Applicant maintains that the final SSCEP [REP6-101] is proportionate and policy compliant. The Applicant does not agree that the SSCEP lacks detail or that it should be treated as an outline document. The SSCEP does not represent mitigation of any socio-economic, recreation or tourism effects, but rather a plan to help maximise the positive gain for the local community. It was prepared after contractors had been appointed so was able to incorporate contractor input that would normally only be done after consent. As submitted, the SSCEP sets out clear actions, delivery arrangements and timelines capable of being implemented post-consent. While contractor-specific detail will continue to evolve throughout delivery, this is normal for NSIPs at this stage and is already accommodated by existing DCO mechanisms allowing for adaptive delivery and proportionate engagement. Further justification and how SCC concerns have been taken into account is provided in Appendix B.
44	The Applicant is requested to provide further details on how it plans to minimise the impacts on tourism within Suffolk and Kent, how those benefits could be maximised, the plan for its implementation and the role of the relevant councils and other parties to achieve this.	Mitigation and benefits relating to tourism	The Applicant has given detailed consideration to the potential effects of the Proposed Project on tourism and the visitor economy in Suffolk and Kent. The Applicant's assessment concludes that the Proposed Project will not give rise to significant adverse effects on tourism or the visitor economy in either Suffolk or Kent, whether considered alone or cumulatively with other NSIPs. This conclusion is reinforced by the evidence submitted throughout the Examination which includes demonstrating that the Proposed Project represents limited adverse impact whilst compared with major cumulative schemes, such as Sizewell C. The Applicant also reviewed evidence from comparable NSIP schemes to determine whether visitor perceptions could constitute a pathway to adverse tourism effects and the Applicant’s conclusion was that this does not translate into measurable effects on visitor numbers, expenditure or tourism employment. Nevertheless, the Applicant has considered how potential impacts can be minimised and how opportunities for local economic benefit can be maximised during construction. Minimising Potential Impacts on Tourism and Maximising Benefits The REAC commitments, SE04 and SE05, provide a proportionate mechanism to identify and respond to emerging issues and opportunities during construction. SE04 commits the Applicant to liaise with East Suffolk Council, Suffolk County Council, the Local Destination Management Organisation (DMO) and the Local Visitor Economy Partnership (LVEP) during construction to discuss how potential impacts on tourism within Suffolk could be minimised and benefits be maximised, such as through considering the use of vouchers for workers to spend eating out in the local area and / or encouraging workers to remove high visibility jackets when work is finished.

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			Liaison, where practical, will be undertaken through existing working groups which were established for the Sizewell C project. The Applicant will also liaise with Kent County Council, Thanet District Council and relevant tourism organisations during construction to discuss how potential impacts on tourism within Kent could be minimised and benefits be maximised. For example, this could include discussions with local cafes to assist in providing catering and / or hot drinks during works at particular locations. These discussions have started with relevant businesses since the close of Examination. It is important for there to be flexibility in measures because there has historically been different opinions over the measures that will be effective and a lack of agreement between stakeholders. For example, some stakeholders have suggested that staff removing high visibility jackets before accessing cafes and shops would aid the image of towns, whilst others have highlighted that where removal of high visibility clothing would involve a full change of clothes, this may not be practical for construction workers and/ or may discourage any use of local facilities. This debate has also been playing out in the media in relation to use of high visibility vests for Sizewell C, for example: https://www.bbc.co.uk/news/articles/cqjgg302qlvo, but the Applicant is not aware of robust evidence of causation in either direction. The lack of clarity on how the project could adversely affect tourism (and therefore mitigate those effects) or deliver benefits is why the Applicant considers it more effective to have a flexible approach guided by discussions and learning on other projects than commit to further measures now that may not achieve the anticipated benefits. SE05: For works in Suffolk, the Applicant will establish a process to monitor where workers are staying by type of accommodation and location on a quarterly basis and agree how this information will be provided to East Suffolk Council (ESC). Where required, the Applicant will discuss potential actions with ESC, DMO and the LVEP to agree what steps will be taken to encourage more workers to stay in accommodation less commonly used by tourists to the coast. This could include discussions with other developers in the Suffolk area about shared use of specialist accommodation or encouraging use of accommodation in a larger settlement such as Ipswich or surrounding areas with financial incentives and/ or transport from Ipswich to work locations. The Applicant recognises seasonal variations and that in the cooler months outside holiday periods it may be beneficial to the economy for accommodation to be occupied by workers because this accommodation would not be occupied by tourists. This will be taken into account when determining whether steps should be taken to encourage workers to stay outside the area in consultation with ESC, DMO and LVEP. The Applicant has deliberately adopted a flexible approach to implementation of these commitments, allowing the scope, frequency and format of engagement to be agreed collaboratively with stakeholders. This ensures that arrangements remain proportionate and responsive to local circumstances. The Applicant also recognises that construction activity can generate benefits for local tourism and visitor economy businesses through additional expenditure by the construction workforce on accommodation, restaurants, cafés and other local services. This expenditure can provide additional income to local businesses and may be particularly valuable during periods of lower tourist demand. In addition, and outside of the DCO process, subject to the Proposed Project receiving consent, the Applicant will deliver a Community Fund of over £2 million, split broadly evenly between Suffolk and Kent. The Community Fund is being developed following consultation with local communities and stakeholders, which ran from 30 June to 5 August 2026. The Community Fund will support initiatives which provide benefits to local communities and economies hosting permanent new above ground infrastructure, in line with Government guidance. Role of Relevant Councils and Other Parties Relevant local authorities and other parties will continue to have an integral role on the Proposed Project through participation in ongoing engagement arrangements as described above and in particular in terms of the sharing of local intelligence regarding visitor economy trends and emerging issues; identifying

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			opportunities to support the tourism sector and assisting in the dissemination of information through established local networks.
Compulsory Acquisition and Temporary Possession			
45	Several Affected Parties (“APs”) who objected to the compulsory acquisition or temporary possession of land had not signed an agreement with the Applicant by the close of the Examination. The Applicant and APs are therefore requested to provide an update on the outstanding agreements and to submit them if they have been agreed and signed.	Outstanding land agreements	The Applicant has provided an updated Schedule B to the Statement of Reasons and an updated Land Rights Tracker setting out the current status of negotiations in relation to all affected parties. The Applicant reiterates it will continue to negotiate voluntary agreements beyond the determination date as necessary. It is recognised a voluntary agreement is of benefit for both parties. The Applicant notes the subsequent confirmation from the Inspectorate that the SoS does not need to see copies of the signed agreements.
46	At the close of the Examination, Crown Consent for the Proposed Development had not yet been received from The Crown Estate. The Applicant and The Crown Estate are therefore requested to provide further updates.	Crown Consent update	The parties have reached agreement on the form of the section 135 consent documentation, which is currently progressing through the Crown Estate’s formal internal approval process. Should formal approved be received, The Crown Estate will be able to issue the section 135 consent letter. This update has been agreed between the solicitors acting for The Crown Estate and the Applicant.
47	The Secretary of State requests that the Applicant reviews and updates the details in the book of reference (“BoR”), including for plots 2/11, 2/11a and 2/39.	Book of Reference updates	The Applicant is currently undertaking an overall data refresh of the Book of Reference in anticipation of a decision and the need to serve S134 notices should consent be granted. Following an initial analysis of the titles, we currently have visibility of circa. 80 potential changes to title registers. However, this does not necessarily mean that all of these will result in changes that need to be updated and reflected in the documents. An initial review indicates that these potential changes appear to be SPR acquisitions, which were anticipated and discussed throughout examination, as well as property sales of Category 3 parties. In relation to the states plots of 2/11, 2/11a and 2/39, the Applicant presumes the SoS is referring to plots in Suffolk. The Suffolk plots 2/11 and 2/11a are owned by Mr Rix and were the subject of discussion throughout the Examination. The Applicant agreed to discuss again with Mr Rix to explore alternatives, which we have done, and confirm they are still required for permanent rights of access. The alternatives suggested by Mr Rix are unsuitable because they are either in 3rd party land not included in the Order limits, or hosting SPR landscaping and therefore inaccessible. The access proposed for Plots 2/11 and 2/11a are maintenance access to allow the Applicant to gain access to the joint bays without needing to break through reinstated field boundaries. They seek to use existing field gates and will be used primarily on foot or with 4x4 vehicles which can navigate around the crops to mitigate damage and will generally be used once a year. For clarity the right of access does not mean a permanent surface will be installed or required. It is a right to pass over the land in its current or future state. The Applicant presumes the SoS is referring to plot 2/39 in Suffolk which was again discussed throughout the examination. The Applicant confirms plot 2/39 is also still required to enable a hedge to be established and maintained as part of the landscaping proposals, mirroring the SPR proposal for Kiln Lane. The Applicant also confirms plot 2/39 is unregistered and has not been identified by Mr Rix as being in his ownership during contact referencing.
48	At the close of Examination, objections from the following statutory undertakers remained outstanding: the highway authorities, London Gateway Port Limited (“LGPL”), Network Rail, Northumbrian Water Limited and the SPR parties (parent company of East Anglia ONE North Limited and East Anglia TWO Limited). The Applicant, LGPL, Network Rail, Northumbrian Water Limited, the Highways	Outstanding protective provisions with statutory undertakers	Kent County Council Highways and Suffolk County Council Highways – The Applicant has held productive meetings with both Kent County Council and Suffolk County Council in respect of the protective provisions for highway authorities following the close of the examination and welcomes the efforts made by all parties to develop mutually agreeable protective provisions. Following in-depth discussions with both parties, the Applicant has agreed a significant number of changes to the Protective Provisions to address comments received. This updated version has been included at Part 5 of Schedule 15 to the draft DCO submitted with this letter.

Ref	Paragraph Text	Topic Summary	Applicant's Response
	Authority and the SPR parties are requested to provide updates on these protective provisions.		The principal outstanding issues relate to the formal approval processes for highway works. Suffolk and Kent continue to seek longer timescales and more prescriptive obligations in a number of areas, including an extended approval period for minor works, the timing for provision of design and delivery programmes in advance of applications for formal approval, and the process for requesting and providing further information during the approvals process. It has not been possible to reach agreement on these points, which are often due to seeking a balance between the resource constraints of local highway authorities and the urgency of delivering Sea Link. The Applicant is seeking ways to derisk these approval processes and reduce pressure on local highway authorities through discussions on proposed solutions in advance of submissions, where relevant and possible. There also remain unresolved points regarding the circumstances in which a highway authority may take action against security before a dispute has been resolved, the scope of insurance requirements for historic breaches, and Kent County Council’s proposed position on “maintenance” liability and indemnity following the issue of final completion certificates. The Applicant has made a significant number of amendments which the Applicant made to address comments from local highway authorities, including drafting refinements, operational requirements, cost recovery, the adoption of working day-based timeframes, use of the term “part” of highway works, extension of the approval period for major works, inclusion of traffic management costs within security calculations, additional information requirements for formal approvals, revised triggers for maintenance periods, indemnity, third-party claims procedures and the treatment of certain cost recovery provisions, obligations relating to defects in temporary works, and the inclusion of a definition of as-built information for further review. These have been discussed in detail with local highway authorities but have not been formally agreed. London Gateway Port Limited – Since the close of examination, the Applicant has re-established monthly meetings with the relevant Port Authorities to discuss offshore activities next year. These meetings have proved productive and support good relationships between the parties. Although dialogue between the parties is ongoing, protective provisions with London Gateway Port Limited (LGPL) are yet to be agreed. The outstanding issue in these negotiations relates to LGPL’s desire to hold approval rights over key marine plans. The Applicant considers that, as agreed with other affected Port Authorities, LGPL should be consulted before plans are issued to the Marine Management Organisation. This approach will avoid conflict with the wider DML consultation and approval process. Northumbrian Water Limited (NWL) – The Applicant has been in correspondence with NWL’s lawyers following the close of the Examination. This includes a meeting which took place to discuss the outstanding matters between the parties on 15 July 2026. Following ongoing discussions, the Applicant has included some updates to the bespoke protective provisions for NWL in the draft DCO to address matters raised by NWL. These are set out in Part 8 of Schedule 15 to the draft DCO submitted with this letter. However, the parties have not reached agreement on a revised set of protective provisions. The scope of disagreement between the parties is limited to the cost provisions. The Applicant’s position on its preferred form of drafting is set out in 9.75 Status of Negotiations with Statutory Undertakers and Schedule of Protective Provisions (Version E) [REP7-039]. With regards to the inclusion of betterment deductions to account for measurable financial benefits received by NWL, as noted, where the removal or replacement of apparatus is required, the protective provisions require that the Applicant compensates NWL for any costs incurred in connection with those works. The betterment provisions at issue then reduce that liability to the extent NWL receives some benefit from either the residual value of removed apparatus or from the deferment of replacing older apparatus. The inclusion of these provisions ensures that the Applicant is not subsidising any benefit to NWL over the actual impact incurred, while ensuring that NWL remains cost neutral. The Applicant therefore considers that these provisions should remain and their inclusion does not cause any serious detriment to NWL’s undertaking. The focus of more recent discussions has been regarding NWL’s position that the cost provisions in the protective provisions must be compatible with s.185(5) of the Water Industry Act 1991 and NWL’s published charging schedule (which NWL’s lawyers assert is not the case). We have included an

Ref	Paragraph Text	Topic Summary	Applicant's Response
			amendment to the protective provisions to deal with the former point. The Applicant's position remains that the costs provisions in the protective provision are standard and that s.185(5) does not prevent them from applying. However, requiring the protective provisions to comply with NWL's published charging schedule is not considered appropriate and would introduce an unacceptable project risk. NWL's published charging rules are primarily directed at domestic utility connections and minor developments of a different scale and nature to the types of interactions that may apply here. The charging schedule may also be updated by NWL at any time without input from the Applicant, potentially conflicting with the cost provisions in the protective provisions as the Order is made. The Applicant notes the submissions made by NWL in its representations made at Deadline 7 [REP7-207, REP7-304 and REP7-365]. Whilst the protective provisions are not agreed by NWL, the Applicant maintains its position set out at Deadline 7, that the s127 and s138 statutory tests are met. The Applicant's explanation of why it considers the s127 and s138 statutory tests to be met can be found in 9.106.1 The Applicant's Section 127 and Section 138 Statement [REP 7-165] at paragraph 5.10. Crucially, the protective provisions, as set out in the draft DCO, include a range of protections which will provide NWL with the appropriate level of control and protection over its land and apparatus, including, inter alia, in respect of the Applicant's exercise of compulsory acquisition powers or powers to remove or alter any apparatus so that NWL will not be affected to the serious detriment of its ability to carry out its undertaking. Network Rail – The Applicant's lawyers have been in correspondence with NRIL's lawyers following the close of the Examination. In particular, the Applicant returned a revised version of NRIL's proposed side agreement in mid-July and a legal meeting took place on 9 September. The focus of that call was on the Applicant's need to maintain programme and both parties took an action to further pursue conversations in relation to voluntary land rights. Although progress has been made in narrowing the issues, the parties have not reached agreement on a revised set of protective provisions to be included in the draft DCO and the Applicant's position remains as at Deadline 7. The Applicant submitted its preferred set of protective provisions at Deadline 7. Its rationale for the differences between its preferred set and the template protective provisions initially provided by NRIL can be found in 9.75 Status of Negotiations with Statutory Undertakers and Schedule of Protective Provisions (Version E) [REP7-039]. The Applicant notes the submissions made by NRIL in its representations made at Deadline 7 [REP7-206]. The Applicant's explanation of why it considers the s127 and s138 statutory tests to be met can be found in 9.106.1 The Applicant's Section 127 and Section 138 Statement at paragraph 5.9. The protective provisions included in the draft DCO at Deadline 7 require the Applicant to enter into an asset protection agreement before undertaking any works within 15 metres of railway property or which may adversely affect railway property. The negotiation and agreement of that document will provide NRIL with the appropriate level of control and protection over its railway assets during the Applicant's works. Similarly, conversations are ongoing between the parties regarding negotiation of a voluntary easement for the overhead line rights over the railway. The Applicant has provided NRIL with details of the indicative overhead line clearance, noting that this is subject to change through detailed design, and confirmation that it must comply with the minimum clearance requirements pursuant to the Electricity, Safety, Quality and Continuity Regulations 2002. The Applicant is awaiting confirmation from NRIL as to whether this is sufficient detail to allow HOTs for the easement to be agreed. The SPR Parties - The Applicant's lawyers have been in correspondence with SPR's lawyers following the close of the Examination and protective provisions for the protection of East Anglia ONE North Limited and East Anglia TWO Limited have now largely been agreed in principle, subject to completion of the related mirror side agreements with each individual party. The Applicant has subsequently included updates to the bespoke protective provisions for East Anglia ONE North Limited and East Anglia TWO Limited. These are set out in Parts 13 and 14 of Schedule 15 to the draft DCO submitted with this letter.

Ref	Paragraph Text	Topic Summary	Applicant's Response
			The only outstanding issue is in relation to the use of compulsory acquisition powers by the Applicant under paragraph 4(1) of the Protective Provisions for both East Anglia ONE North Limited and East Anglia TWO Limited. In order to retain the Applicant's position and safeguard delivery of the Project, paragraph 4(1) is only included and acceptable to the Applicant subject to the further provision at paragraph 4(3) that, with effect from 1 April 2029, the statutory undertaker will not withhold or delay its agreement for the Applicant to acquire any land interest or apparatus or rights or take temporary possession of land or override any easement or other interest including any powers of temporary possession held by the statutory undertaker. This restriction is explicitly without prejudice to the continuing application of paragraph 4(2) where applicable and provided that the Applicant has first used its reasonable endeavours to negotiate and complete voluntary agreements for the relevant acquisition, possession or overriding. This provision has not been agreed between the Applicant and the SPR parties. However, negotiations are very close to resolving this issue and subject to completion of the related side agreements the Applicant is content with removing paragraph 4(3) from these protective provisions.
49	The Applicant is requested to update the Secretary of State on whether a side agreement is in place for SPR.	SPR side agreement	The Applicant has submitted updated Side agreements and Protective Provisions to SPR for East Anglia ONE North Limited and East Anglian TWO Limited following the completion of the Transfer of Benefit Agreement (TOBA) and relevant associated legal agreements pursuant to which National Grid will complete the construction of the Kiln Lane substation using the powers of The East Anglia TWO Offshore Wind Farm Order 2022. Further discussions have then resulted in an updated pair of mirror side agreements with these parties which are now largely agreed in principle, save for matters regarding the use of compulsory acquisition powers (as above) and a point on the interactions between the Project and the East Anglia ONE North Limited and East Anglia TWO Limited Orders. We anticipate that these issues will be resolved imminently and, subject to the completion of these agreements, we understand that SPR has no further objections to the Project and will accordingly confirm withdrawal of its objections in writing as soon as possible. As above, upon completion of these side agreements the Applicant and the SPR Parties will confirm that paragraph 4(3) of both protective provisions can be deleted, resolving the sole outstanding issue on those protective provisions.
50	The Applicant is requested to provide the document reference numbers for the Environmental Statement (together with any supplemental or additional environmental information), in the event that the DCO is consented and these documents need to be certified.	Environmental Statement document reference numbers	The Applicant has updated the list of document references in Schedule 19 (Certified Documents) of the draft development consent order.
51	The Deadline 7 SoCG with KCC [REP7-021] remained unsigned, as KCC sought seeking legal advice in relation to the protective provisions for highway works. The Applicant and KCC are requested to provide an update on the status of the SoCG.	Status of Kent County Council Statement of Common Ground	The SoCG was signed post deadline 7 and is dated 19 May 2026. The Applicant has submitted the signed version with this letter.
Cumulative Impacts			
52	The Applicant offered in the unilateral undertaking ("UU") to make a payment to the Furthering the Purposes ("FTP") compensation fund in order to comply with the section 85 duty. As the UU was submitted at the final Deadline, SCC has not had the opportunity to provide detailed comments on it. SCC is therefore requested to provide its comments on the UU.	Suffolk County Council comments on compensation fund unilateral undertaking	The Applicant can confirm that detailed discussions and negotiations were undertaken with SCC's solicitors in relation to the draft UU prior to its completion and a number of amendments were made to the draft UU to reflect SCC's comments.

Ref	Paragraph Text	Topic Summary	Applicant's Response
53	ESC is also invited to provide its comments on the UU in relation to BNG.	East Suffolk Council comments on biodiversity net gain unilateral undertaking	The Applicant has no further response.
Development Consent Order			
54	The Applicant is invited to comment on SCC's suggested drafting for Schedule 4 [REP7-366] regarding the procedure for the discharge of requirements by DESNZ.	Drafting for discharge of requirements by DESNZ	SCC's proposed wording for Schedule 4 suggests removing the ability of the Applicant to submit applications to discharge requirements directly to a DESNZ post consent unit and instead proposes the introduction of a 'call in' procedure similar to that included in Section 77 of the Town and Country Planning Act 1990. The proposal by SCC to replace a new unit set up for post consent discharge functions with a call-in function is not considered to be in line with how the Government stated that the DESNZ unit would operate. The Applicant considers it would work against the Government's stated aim to '<i>speed up decisions on the meeting of post-consent requirements</i>' and would provide no material benefit compared to the existing appeals process set out in the draft DCO. A full response to SCC's submission on the DESNZ unit is provided in Appendix C.
55	The Secretary of State invites the Applicant and relevant IPs to comment on the proposed insertion of the final wording in Requirement 18 (Control of operational noise) of the DCO, should the DCO be made, which is shown in italics below: 18 –(1) No part of Work Nos. 1B, 3B, 9B and 11 shall come into operation until an operational noise assessment has been submitted to and approved in writing by the relevant planning authority. The assessment shall— (a) be based on the final specification and layout of plant and equipment; (b) demonstrate compliance with the rating levels set out in sub paragraph (3); and (c) identify any mitigation measures required to achieve compliance. (2) The development shall be operated in accordance with the approved assessment and any mitigation measures therein, which shall be implemented prior to operation and maintained for the lifetime of the development. (3) The rating level (L Ar) of noise from the normal operation of the authorised development shall not exceed— (a) 34 dB LAr for any fifteen-minute period between 23:00 and 07:00; and (b) (b) 34 dB LAr for any one-hour period between 07:00 and 23:00, determined one metre free field external to any window or door of any existing permanent residential premises using the definitions and methods described in BS4142:2014+A1:2019.	Proposed operational noise requirement wording	Subject to the comments below in relation to Work No. 1B, the Applicant welcomes the proposed amendment to Requirement 18 and supports the inclusion of the additional wording. The proposed requirement provides a clear and robust mechanism for controlling operational noise through the submission and approval of a detailed operational noise assessment prior to operation of Work Nos. 1B, 3B, 9B and 11. The requirement appropriately ensures that the assessment is based on the final specification and layout of plant and equipment and that any necessary mitigation measures are identified and secured before operation commences. The Applicant considers that the proposed wording provides an effective means of securing the operational noise limits assessed during the Examination and ensures that compliance will be demonstrated using the recognised methodology set out in BS 4142:2014+A1:2019. The requirement also appropriately secures the implementation and ongoing maintenance of any mitigation measures for the lifetime of the development. Accordingly, the Applicant supports the inclusion of Requirement 18 in the DCO and has added the text to the draft DCO submitted with this letter. The Applicant has therefore deleted the corresponding commitments from the REAC to avoid duplication and ensure adoption of the wording proposed by the SoS (NV07, NV09 and NV11). The Applicant is not able to include reference to Work No.1B in the draft Requirement because Work No.1B (Friston (Kiln Lane) substation) is to be constructed and operated pursuant to the East Anglia TWO Offshore Wind Farm Order 2022 (EA2 Order), following completion of a Transfer of Benefit Agreement with East Anglia TWO Limited, and must comply with the requirements under that Order, in particular Requirement 27 which controls noise during the operational phase and imposes a combined noise rating level for the operation of the Kiln Lane substation and the substations to be constructed under the EA2 Order and the East Anglia ONE North Offshore Wind Farm Order 2022. As a result of this, the Applicant considers that commitment NV12 within Application Document Application Document 9.84 (G) Register of Environmental Actions and Commitments (REAC) submitted in response to the Secretary of State letter remains the appropriate restriction alongside Requirement 18 which addresses operational noise for Works Nos 3B, 9B and 11.
Other matters			

Ref	Paragraph Text	Topic Summary	Applicant's Response
56	The Applicant is invited to comment on ESC’s Submission on Community Mitigation Payments at Deadline 7 [REP7-197].	Community mitigation payments	Government guidance (DESNZ, 2025, Community funds for transmission infrastructure) sets out that community funds are entirely separate from the planning process. They are not compensation and cannot be used to mitigate project impacts. Any measures to reduce or mitigate the impact of a project must be addressed through the planning process, The Applicant is committed to working constructively with ESC, the other host local authorities, and communities along the route of the project to ensure that the Community Fund is delivered fairly, transparently and effectively. The Applicant has always been open with ESC about the commitment to the Community Fund and the fact that as a regulated electricity transmission licence holder, community benefits or Community Mitigation Payments must be delivered through the mechanism established for electricity transmission projects and not as part of a separate bespoke agreement. The Applicant started to engage stakeholders, including local authorities and representatives on plans for the Community Fund on this project in May 2026. From 30 June to 5 August 2026, the Applicant also held a wider public consultation to seek feedback from local communities on key priorities for how the fund should be spent. This followed research that considered socioeconomic data and existing plans/strategies, through which the Applicant identified themes around which the Community Fund might be designed. As part of this engagement, the Applicant: - held online workshops with officers at host local authorities - held targeted sessions with representatives of charities and community groups - sought feedback on the approach (including potential funding themes and priorities) through an online survey, which we promoted via a printed postcard and online/social media advertising. Following our consultation, the Applicant is now considering the final design and delivery model of the Fund. The Applicant will publish more information on the final delivery model of the fund, and how funding will be awarded, once we have appointed a fund administrator. The Applicant agrees that local authorities have a key role to play in developing the Community Fund. However, the Applicant does not consider it necessary or appropriate to enter into a formal agreement to facilitate this. Such agreements are not referenced in the Government’s guidance and, whilst the Community Fund is separate to our development consent order, we are obliged to deliver community benefits funding in line with this guidance. As the Applicant set out in Application Document 9.73 Applicant’s Response to First Written Questions, response 1GEN1 and Application Document 9.136 Applicant’s Responses to Third Written Questions, response 3SERT4, government guidance is clear that community funds are separate from, and should not be a consideration in deciding, the DCO application. The Proposed Project’s community benefit funding would be secured through the Applicant’s Electricity Transmission Licence. We would be happy to have further discussions around collaborative ways of working to deliver the Community Fund. The Applicant agrees that ESC and the Applicant have had frequent discussions over community benefits and the Applicant has always been clear that this can only be delivered in the context of National Grid’s Community Fund discussed above. However, ESC’s suggestion of a deed was not raised before 7 April 2026, less than one month before the end of Examination. The Applicant explained the position on community benefits as a regulated business prior to submission of the application, during the Pre-Examination period and during the Examination in written submissions and hearings. The Applicant was therefore surprised by the issue of a draft deed in light of the clear position articulated. ESC’s submission also seems to confuse submissions about the application of the mitigation hierarchy as required by policy and regulation in the context of Environmental Impact Assessment, and community benefits. Many submissions referenced are discussing ‘mitigation’ of effects, which cannot be achieved through the measures set out in ESC’s Community Mitigation Fund. The Applicant has had significant engagement with ESC throughout development of the project on how to avoid, reduce, mitigate and compensate for effects on topics as diverse as landscape, traffic, public rights of way and design. To

Ref	Paragraph Text	Topic Summary	Applicant's Response
			suggest this is not the case is incorrect. There have also been many discussions on community benefits,, but as a separate topic. The Applicant’s position is consistent with Government guidance, which states “community funds are not a means of mitigating environmental or social impacts of infrastructure projects”. The key point is not the absence of discussions, which have taken place, but that the Applicant refused to sign a deed because of how the Applicant is regulated and because mitigation and community benefits are both being delivered as part of the project already through alternative mechanisms.
57	The Statement of Common Ground (“SoCG”) between the Applicant and KCC remained unsigned at the close of Examination. KCC is invited to confirm whether the final SoCG is an accurate summary of its final position on matters and the Applicant and KCC are invited to provide a final signed SoCG if possible.	Final Kent County Council Statement of Common Ground	The SoCG was signed post deadline 7 and is dated 19 May 2026. The Applicant has submitted the signed version with this letter.
58	The Applicant is requested to provide an update on any other outstanding or relevant matters to the Proposed Development.	Other outstanding or relevant matters	The Applicant has no further response.

DEADLINE FOR RESPONSE

59	The deadline for response is 23:59 on 18 September 2026.	Response deadline	No response required
60	Responses should be submitted by email only to SouthEastAngliaLink@planninginspectorate.gov.uk.	Email submission arrangements	No response required
61	Responses will be published on the Sea Link project page of the National Infrastructure Planning website as soon as possible after 18 September 2026: https://national-infrastructure-consenting.planninginspectorate.gov.uk/projects/EN020026	Publication of responses	No response required
62	This letter is without prejudice to the Secretary of State’s consideration of whether to grant or withhold development consent for the Proposed Development or any part of the project. Nothing in this letter is to be taken to imply what the eventual decision might be or what final conclusions the Secretary of State may reach on any particular issue which is relevant to the determination of the application.	Without prejudice statement	No response required

Conclusion

Should you have any further queries in relation to this letter then please contact me, Louise Lewin in the first instance.

Yours Sincerely,

A handwritten signature in black ink that reads "Louise Lewin". The script is cursive and fluid, with the first name "Louise" and the last name "Lewin" clearly distinguishable.

Louise Lewin

SENIOR PROJECT MANAGER (CONSENTS)

SEA LINK

louise.lewin@nationalgrid.com

Appendix A Sea Link Impact Assessment and Conservation Payment Certificates for Great Crested Newts (Suffolk and Kent)

Great Crested Newt District Level Licensing Impact Assessment & Conservation Payment Certificate

T. 020 8026 1089

E. gcndll@naturalengland.org.uk

The appropriate authority shall not grant a licence under Regulation 55(9)(b) unless they are satisfied that actions authorised will not be detrimental to the maintenance of the population of the species concerned at a favourable conservation status in their natural range.

This Certificate is provisional once all information required in sections 1, 2, 3 and 4 has been inserted by Natural England and it has been issued to the Applicant. A provisional Certificate shall be given the date inserted by Natural England in section 4. A Certificate remains provisional until:

- It has been signed and dated by the Applicant in section 6; and
- Natural England's administration fee has been invoiced for and (if applicable) the 1st Stage Conservation Payment has/have been paid; and
- It has been counter-signed and dated on behalf of Natural England in section 8.

At which point this Certificate shall be complete and effective and shall be given the date on which it is signed by Natural England in section 8.

A provisional Certificate that determines that a 1st Stage Conservation Payment is required will lapse after 4 weeks from the date given in section 4, unless signed and dated by the applicant in Section 6.

A provisional Certificate that determines that a 1st Stage Conservation Payment is *not* required will lapse after 2 months from the date given in section 4, unless signed and dated by the applicant in Section 6.

Lapse date: 16/04/2026

1. Application Details

(1.1) Name of Applicant: (and company number where relevant) "the Applicant"	██████████ National Grid
(1.2) Site name / address: "the Site"	Kent (Thanet) & Suffolk (East Suffolk): Kent: Pegwell Bay - Minster - Richborough to Canterbury OHL Suffolk: Aldeburgh/Thorpeness - Friston - Saxmundham
(1.3) Grid reference for site: 10 figure reference from the centre of the site (or start/end points for linear schemes)	TR 32592 63211 & TM 42464 59938 TM 38553 62336 & TR 30614 62920
(1.4) District Level Licensing Enquiry number:	DLL-ENQ-KENT-00193-1
(1.5) District Level Licensing Enquiry form date:	24/02/2026

2. Impact assessment

2.1	Total number of ponds within proposed site boundary	0	
2.2	Total number of ponds within 250m buffer around the proposed site boundary	41	
2.3	Expected total number of ponds functionally lost <i>All ponds within the red line boundary are considered lost as standard. Impacts on ponds outside of the red line boundary, up to 250m from the proposed site, are considered proportionally.</i>	3.2	
2.4	Does this development qualify for an alternative Impact Assessment approach?	Householder ☐ Linear scheme ☐ Temporary Impacts ☒ Phased development ☐ Other Temporary impacts have been applied	

3. Compensation

3.1	Has the DLL enquiry been submitted with survey information, or has Natural England's modelled 'No-Survey' option been utilised?	Survey ☐ No-Survey ☒	
3.2	Which Risk Zone does the development lie in: <i>(No Survey route only)</i>	Amber Zone ☒ Green Zone ☐ Combination ☐ Used for Linear schemes only Any additional details 	
3.3	Associated Risk Zone compensation ratio: <i>(No Survey route only) Ratio is associated with the risk zone above it.</i>	2:1 ☒ 1:1 ☐ Other ☐ (Provide details below) 	
3.4	Pond compensation ratios: <i>(Survey route only)</i>	GCN 'Present' Ponds - 4:1 GCN 'Un-surveyed' Ponds - 2:1 GCN 'Absent' Ponds - 1:1	
3.5	Additional Multipliers: <i>Applicable only under an alternative Impact Assessment approach e.g. Temporary impacts multiplier.</i>		
3.6	Number of compensation ponds required: <i>[Expected total number of ponds lost] x [compensation ratio(s)]</i>	5.86	
3.7	Is the Time-lag multiplier of 1.1x required? <i>Multiplier applied when allocated compensation ponds are under a year old (not yet fully functional).</i>	Yes ☐ No ☒ In Part ☐	
3.8	Total number of compensation ponds required <i>After all multipliers</i>	5.86	
3.9	Is a 1 st Stage Conservation Payment required? <i>Mandatory when three or more compensation ponds are required, unless otherwise stated by Natural England.</i>	Yes ☒ No ☐	

4. Administration Fee and Conservation Payment

- 4.1 Natural England charges a non-refundable Administration Fee of £570 + VAT for the production of a provisional Impact Assessment and Conservation Payment Certificate. An invoice for this fee will be issued at the point of production of the provisional Impact Assessment and Conservation Payment Certificate, payable within 28 days of issue.
- 4.2 Applicants must also make a Conservation Payment to Natural England, to allow Natural England to pay for the creation of sufficient new great crested newt habitat to compensate for the impacts of the Applicant's proposals and maintain this habitat for 25 years.
- 4.3 If the total number of compensation ponds required is 3 or more the Conservation Payment shall be split into two staged payments: a 1st Stage Conservation Payment and a 2nd Stage Conservation Payment. In the case of a phased development, see Annex 4.
- 4.4 An Applicant who is not required to make staged payments will be issued with a VAT-inclusive invoice for the Conservation Payment once it has applied to Natural England for a GCN District Level Licence. That invoice will be payable within 28 days of issue and refundable only in the circumstances set out at clauses 5.8, 5.9 and 5.10, below.
- 4.5 An Applicant who is required to make a 1st Stage Conservation Payment will be issued with a VAT-inclusive invoice for that payment once it has signed the provisional Impact Assessment and Conservation Payment Certificate at section 6, below, and returned it to Natural England. That invoice will be payable within 28 days of issue and refundable only in the circumstances set out at clauses 5.8, 5.9 and 5.10 below. When an Applicant is required to make a 1st Stage Payment Natural England will not complete the Impact Assessment and Conservation Payment Certificate by signing and dating it at section 8 until that payment has been made.
- 4.6 An Applicant who has made a 1st Stage Conservation Payment will be issued with a VAT-inclusive invoice for the 2nd Stage Conservation Payment once it has applied to Natural England for a GCN District Level Licence. That invoice will be payable within 28 days of issue and refundable only in the circumstances set out at clauses 5.8, 5.9 and 5.10, below.
- 4.7 Except for householder home improvement projects or where planning permission has been received following a householder planning application a further non-refundable fee of £690 will be charged at the point of issue of any subsequent licence under reg. 55 of the Conservation of Habitats and Species Regulations 2017 (as amended), payable within 28 days of issue.

Basis of calculation of Conservation Payment:

5.86 compensatory ponds required at £ 20,200 each = £ 118,327.00 plus VAT = total £ 142,046.40 .

If a 1st Stage Conservation Payment is required, the Conservation Payment shall be split as follows: See 4.2 to 4.6, above

1st Stage Conservation Payment: £ 30,091.10 plus VAT = total £ 36,109.32 . See 4.5, above

2nd Stage Conservation Payment: £ 88,280.90 plus VAT = total £ 105,937.08 . See 4.6, above

Plus:

Administration fee for Impact Assessment and Conservation Payment Certificate £570 plus VAT = total £684 See 4.1, above

Fee payable on the issue of a licence £690 (no VAT) See 4.7, above

Date: 16/03/2026 See clause 5.11, below

Additional comments on the Conservation Payment:

A breakdown of the Conservation Payment per pond is given at Annex 2.

The Conservation Payment must be made in full before a licence under regulation 55 of the Conservation of Species and Habitats Regulations 2017 (as amended) may authorise activities that would otherwise breach Regulation 43 of those regulations.

5. Further Important Information

- 5.1 It is the duty of the Applicant to inform Natural England if the extent of the land affected by the proposed development is not exactly as shown on the Plan attached as Annex 3 to this Certificate or if it alters at any time after the date of this Certificate. An offence may be committed if incorrect information is submitted to Natural England in the course of the licensing process.
- 5.2 Natural England shall be entitled to terminate this Certificate if information subsequently received causes it to reasonably conclude that the impacts on great crested newts, or the required level of compensation, of/for the Applicant's proposals on the Site have been under-stated in this Certificate. Before terminating this Certificate Natural England shall give the Applicant reasonable notice of its intentions and the opportunity to make a written representation against withdrawal.
- 5.3 This Certificate relates only to the development described in this form and not to any associated or enabling development.
- 5.4 Natural England's assessment of the total number of ponds to be lost at the Site is informed by the information provided by the Applicant in its Enquiry Form. However, where an Applicant has not provided up to date survey data Natural England determines the number of ponds to be lost at the Site from its own information. In all cases Natural England retains discretion in assessing the number of ponds to be lost as a result of the Applicant's proposals at the Site and its decision shall be conclusive.
- 5.5 This Certificate is not a licence granted under reg. 55 of the Conservation of Habitats and Species Regulations 2017 (as amended) (henceforth "the 2017 Regulations") and is not a confirmation or warranty that such a licence will subsequently be granted.¹ Natural England excludes all warranties and representations in so far as the law permits.
- 5.6 If Natural England subsequently grants a licence to the Applicant under reg. 55 of the 2017 Regulations any such licence will be subject to the conditions therein set out, which may include (but not be limited to) conditions that activities may not be commenced until the Applicant has paid the Conservation Payment in the amount and manner set out herein and that activities may not be commenced until compensatory works have reached a specified stage of completion.
- 5.7 If Natural England subsequently grants a licence to the Applicant under reg. 55 of the 2017 Regulations Natural England agrees to use and hold Conservation Payment monies payable by and received from the Applicant for the purposes and period of time set out in Annex 2 to this Certificate. Any surpluses properly arising after 25 years from the date of the grant of a licence shall be retained and used by Natural England for the purposes of enhancing the conservation status of great crested newts in England.
- 5.8 If planning permission or other essential regulatory consent (including a licence to the Applicant under reg. 55 of the 2017 Regulations) for the Applicant's proposals on the site are refused, or are not applied for, the 1st stage Conservation Payment(s) made by the Applicant to Natural England pursuant to this Certificate will be repaid in full.
- 5.9 If following the receipt of planning permission and/or all other essential regulatory consents but prior to the commencement of any works on the Site that could kill or disturb great crested newts or damage or destroy their habitat the Applicant confirms in writing to Natural England that it no longer wishes to proceed with its proposals on the Site any 1st Stage Conservation Payment already made shall be forfeit and any 2nd Stage Conservation Payment already made will be repaid subject to the deduction of such costs as have reasonably been incurred by Natural England or habitat creation contractors on its behalf prior to the receipt by Natural England of such written confirmation. An Applicant who was not required to make staged payments will be repaid any Conservation Payment already made subject to the deduction of such costs as have reasonably been incurred by Natural England or habitat creation contractors on its behalf prior to the receipt by Natural England of such written confirmation. The Applicant acknowledges that Natural England will spend the Conservation Payment in accordance with the provisions of Annex 2 and appreciates that for the purposes of conserving great crested newts it will be reasonable to spend a high proportion of the Conservation Payment within a short period of receiving it.
- 5.10 If the Applicant only carries out part of the development on the Site and has less impact than that assessed at part 2 of this Certificate it shall be entitled to request Natural England to recalculate the Conservation Payment. Such request shall be in writing and shall contain all the information necessary to allow Natural England to assess the impact of the modified development. If the recalculated Conservation Payment is lower than the Conservation Payment(s) already paid the Applicant shall be entitled to reimbursement of the difference on the following basis: a 1st Stage Payment shall be forfeit; the balance may be repaid from a 2nd Stage Payment subject to the deduction of such costs as have reasonably been incurred by Natural England or habitat creation contractors on its behalf prior to the receipt by Natural England of the request to recalculate; an Applicant who was not required to make staged payments will be repaid the difference subject to the deduction of such costs as have reasonably been incurred

by Natural England or habitat creation contractors on its behalf prior to the receipt by Natural England of such written request. The Applicant acknowledges that Natural England will spend the Conservation Payment in accordance with the provisions of Annex 2 and appreciates that for the purposes of conserving great crested newts it will be reasonable to spend a high proportion of the Conservation Payment within a short period of receiving it.

- 5.11 Once signed and dated in section 8, this Certificate shall remain effective for the period of 25 years from the commencement of works on the Site that could kill or disturb great crested newts or damage or destroy their habitat; save that if after two years from the date of this Certificate the Conservation Payment set out at part 4 of this Certificate has not been paid in full Natural England shall be entitled to review and revise the amount of that payment to such sum as at the date of such review is sufficient to pay for the creation and maintenance of sufficient great crested newt habitat to compensate for the impacts of the Applicant's proposals for 25 years. Until signed and dated in section 8 this Certificate is provisional only and if it has been determined that a 1st Stage Conservation Payment is required it will lapse and be of no further effect after 4 weeks from the date given in section 4. If it has been determined that a 1st Stage Conservation Payment is not required this Certificate will lapse and be of no further effect after 2 months from the date given in section 4.
- 5.12 This Certificate may not be relied on by any person other than the Applicant and may not be assigned to any other person without the prior written consent of Natural England. Natural England's consent will be conditional upon any assignee signing a Certificate in like form to this Certificate, or as appropriate to the circumstances, subject to which consent shall not unreasonably be withheld.
- 5.13 Natural England's total liability arising under or in connection with this Certificate, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise shall be limited to the amount of the Conservation Payment paid by the Applicant to Natural England and un-spent as at the date of adjudication of the claim.
- 5.14 The Applicant's total liability arising under or in connection with this Certificate, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise shall be limited to the amount of the Conservation Payment properly calculable on the basis of the actual development to which this Certificate relates.
- 5.15 Neither Natural England nor the Applicant shall be liable to the other for any indirect, special or consequential loss or damage or any loss of profits, turnover, business opportunities or damage to goodwill (whether direct or indirect).
- 5.16 No variation of this Certificate shall be valid unless it is in writing and signed by or on behalf of both parties.
- 5.17 Nothing in this Certificate shall prejudice, conflict with or affect the exercise by Natural England of its statutory functions (including as statutory consultee), purpose, powers, rights, duties, responsibilities or obligations arising or imposed under any legislative provision enactment, bye-law or regulation whatsoever, nor shall it fetter the exercise of any discretion Natural England may have.
- 5.18 Natural England may terminate this Certificate immediately on notice in writing where, in Natural England's reasonable opinion, compliance with the obligations in this Certificate is likely to conflict with Natural England's statutory functions (including as statutory consultee), purpose, powers, rights, duties, responsibilities or obligations.
- 5.19 The Applicant acknowledges that Natural England is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (both as amended) and cannot guarantee confidentiality. The Applicant shall assist and co-operate with Natural England as necessary to comply with these requirements. In responding to a request for information, including information in connection with the subject matter of this Certificate Natural England shall where in its absolute discretion it deems necessary use reasonable endeavours to consult with the Applicant. Notwithstanding this the Applicant acknowledges that Natural England may disclose information without consultation, or following consultation with the Applicant having taken its views into account.
- 5.20 The Applicant shall ensure that all information produced in connection with the subject matter of this Certificate or relating to this Certificate is retained for disclosure and shall provide all necessary assistance as reasonably requested to enable Natural England to respond to a request for information within the time for compliance and shall permit Natural England to inspect such records as requested from time to time.
- 5.21 Nothing in this Certificate is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between Natural England and the Applicant. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 5.22 The parties do not intend any term of this Certificate to be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

- 5.23 This Certificate and all disputes or claims arising out of or in connection with the activities of the parties in connection with it shall be governed by and construed in accordance with the law of England.
- 5.24 The Annexes to this Certificate form part of and are incorporated into this Certificate and the agreement between Natural England and the Applicant.

6. Declarations

This Declaration may only be signed by either:

- The person identified at 1(a) of the Enquiry Form, as the individual Applicant; **or**
- A director or senior authorised employee of the corporate Applicant identified in 1.1; **or in either case:**
- A person authorised in writing by the Applicant to complete the Enquiry Form and to make this Declaration.
Any such written authorisation must identify the site and development concerned and be irrevocable.

The Applicant declares as follows:

- **All of the information provided by the Applicant to enable Natural England to produce this Certificate is up to date, complete and correct;**
- **All of the information provided by the Applicant in the District Level Great Crested Newt Licence Enquiry Form is up to date, complete and correct;**
- **The terms and conditions contained within this Certificate are agreed and accepted.**

Signed:

Print Name and position of signatory:

LEAD CONSENT OFFICER

For electronic applications, please insert an electronic signature above or tick this box to confirm with the declaration:

☒

I confirm that I (the above) am duly authorised by the Applicant to sign and submit this document on its behalf:

☒

Dated:

15/04/26

Invoicing – details of where the invoice(s) should be sent (for first stage payment only)	
Email address for invoice:	
Purchase Order Number * for Conservation Payment:	
Company Name:	National Grid
Address:	National Grid House, Warwick Technology Park, Gallows Hill, Warwick
Postcode:	CV34 6DA
County:	Warwickshire
Customer contact name	
Telephone number:	

** Or an alternative reference code. This is a requirement in order for Natural England to raise the invoice*

Any person who in order to obtain a licence under regulation 55 of the 2017 Regulations knowingly or recklessly makes a statement or representation, or furnishes a document or information which is false in a material particular, shall be guilty of an offence and may be liable to criminal prosecution. A person found guilty of such an offence is liable on summary conviction to imprisonment for a term not exceeding six months or to a fine, or to both.

7. Use of this Certificate

In consideration of the Applicant's obligations arising herein Natural England consents to the use of this Certificate by the Applicant in support of an application for planning permission, or development consent under the Planning Act 2008, for development on the Site. Under District Level Great Crested Newt Licensing Natural England carries out its formal determination for the purposes of Regulation 55 of the 2017 Regulations after the grant of planning permission, or development consent under the Planning Act 2008, for the development in question. Accordingly, as at the date of this Certificate that formal determination has not yet been carried out.

However, in signing this Certificate Natural England has considered the matters it believes to be necessary to satisfy Regulation 55 (9) (b) of the 2017 Regulations ("that the action authorized will not be detrimental to the maintenance of the population of the species concerned at a favourable conservation status in their natural range") and has concluded that payment by the Applicant of the Conservation Payment will suffice to allow the impacts on great crested newts of the Applicant's proposals on the Site to be adequately compensated, and therefore that these proposals will not be detrimental to the maintenance of the population of great crested newts at a favourable conservation status in their natural range.

This Certificate reflects Natural England's views in relation only to great crested newts on and within 250m of the Site.

8. Natural England

Signed for and on behalf of Natural England
Duly authorized:

Print Name and position in Natural England:

Dated:

Principal Officer

20th July 2026

¹ In order for Natural England to grant a licence to the Applicant under reg. 55 of the 2017 Regulations it must be satisfied, inter alia, that the activities so licensed meet the provisions of reg. 55 (2) and 55 (9) (a) and (b). Compensatory works funded by the Conservation Payment set out in this document allow the provisions of reg. 55 (9) (b) to be satisfied ("that the action authorized will not be detrimental to the maintenance of the population of the species concerned at a favourable conservation status in their natural range"), but do not address the issues raised in reg. 55 (2) ("...imperative reasons of overriding public interest, including those of a social or economic nature ...") or 55 (9) (a) ("that there is no satisfactory alternative"). Accordingly, no representation, assurance, condition or warranty is given by Natural England to the effect that activities associated with the development described in this form will go on to be licensed by Natural England.

Annex 1

Privacy Notice

Who collects your data?

The data controller is Natural England, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX. You can contact the Natural England Data Protection Manager at: Natural England, County Hall, Spetchley Road, Worcester, WR5 2NP; foi@naturalengland.org.uk

The Defra group Data Protection Officer is responsible for checking that Natural England complies with legislation. You can contact them at: Department for Environment, Food and Rural Affairs, SW Quarter, 2nd floor, Seacole Block, 2 Marsham Street, London SW1P 4DF. DefraGroupDataProtectionOfficer@defra.gsi.gov.uk

What of my data is being collected and how is it being used? What is the legal basis for the processing?

The data collected by Natural England includes: an Applicant's name and contact details, the name and contact details of any agent appointed by the Applicant, the name and contact details of individual points of contact within the Applicant's organisation and that of the Applicant's agent, customer type, the nature of the Site, the development proposed on the Site, reasons for that development, and bank account information for refunds.

Natural England uses such data to run a great crested newt licensing scheme ("the Scheme") in the area in which the Site is located. Processing is necessary (a) for the performance of a task carried out in the public interest or in the exercise of official authority vested in the data controller. That task is to conduct the licensing functions delegated by Defra to Natural England under section 78 of the Natural Environment and Rural Communities Act 2006 and (b) for the performance of the contractual terms set out in this Certificate.

The processing by us of personal data relating to wildlife-related or animal welfare offences or related security measures is carried out only under official authority. This information is used in assessing an application as it is a material fact.

Who will my data be shared with?

Information provided by or on behalf of the Applicant and any supporting material will be used by Natural England to undertake our licensing functions and to operate the Scheme. This will include assessing an Applicant's proposals in line with the Scheme, producing a Scheme certificate, assessing an Applicant's licence application, issuing a licence if applicable, monitoring compliance with licence conditions and collating licence returns and reports. In carrying out these functions Natural England may discuss your Scheme application with third parties such as contractors commissioned to deliver the necessary habitat compensation. Natural England may for particular licence applications and at specific stages of the licensing process discuss your application with third parties. The details of this sharing are set out here <https://www.gov.uk/government/publications/wildlife-licensing-privacy-notice>

Natural England recognises there is significant public interest in wildlife licensing and in those who benefit from receiving a wildlife licence. Therefore, we may make information publicly available. Information released may include, but is not limited to, your name or business name, application and licence details as well as reports and returns. Natural England, however, realises that some licensed activities can be sensitive and we **will not** release information that could harm people, species or habitats. In some cases, for example, this may mean not releasing the names and addresses of individuals or the location of the licensed activity.

We will respect personal privacy, whilst complying with access to information requests to the extent necessary to enable Natural England to comply with its statutory obligations under the Environmental Information Regulations 2004 and the Freedom of Information Act 2000.

How long will my data be held for?

Your personal data will be kept by us for 7 years beyond the period of effectiveness of this Certificate.

If you are relying on my consent to process data, can I withdraw my consent?

No, because the processing is not based on consent.

What will happen if I don't provide the data?

Failure to provide this information will mean that we will be unable to assess your application for a Scheme certificate and/or a wildlife licence.

Will my data be used for automated decision-making or profiling?

The information you provide is not connected with individual decision making (making a decision solely by automated means without any human involvement) or profiling (automated processing of personal data to evaluate certain things about an individual).

Will my data be transferred outside of the EEA?

The data you provide will not be transferred outside the European Economic Area.

What are my rights?

A list of your rights under the General Data Protection Regulation, the Data Protection Act 2018, is accessible at: <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>

How do I complain?

You have the right to lodge a complaint with the ICO (supervisory authority) at any time. Should you wish to exercise that right full details are available at: <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>

Natural England's Personal Information Charter

Details of our Personal Information Charter can be found at: <https://www.gov.uk/government/organisations/natural-england-personal-information-charter>

Annex 2

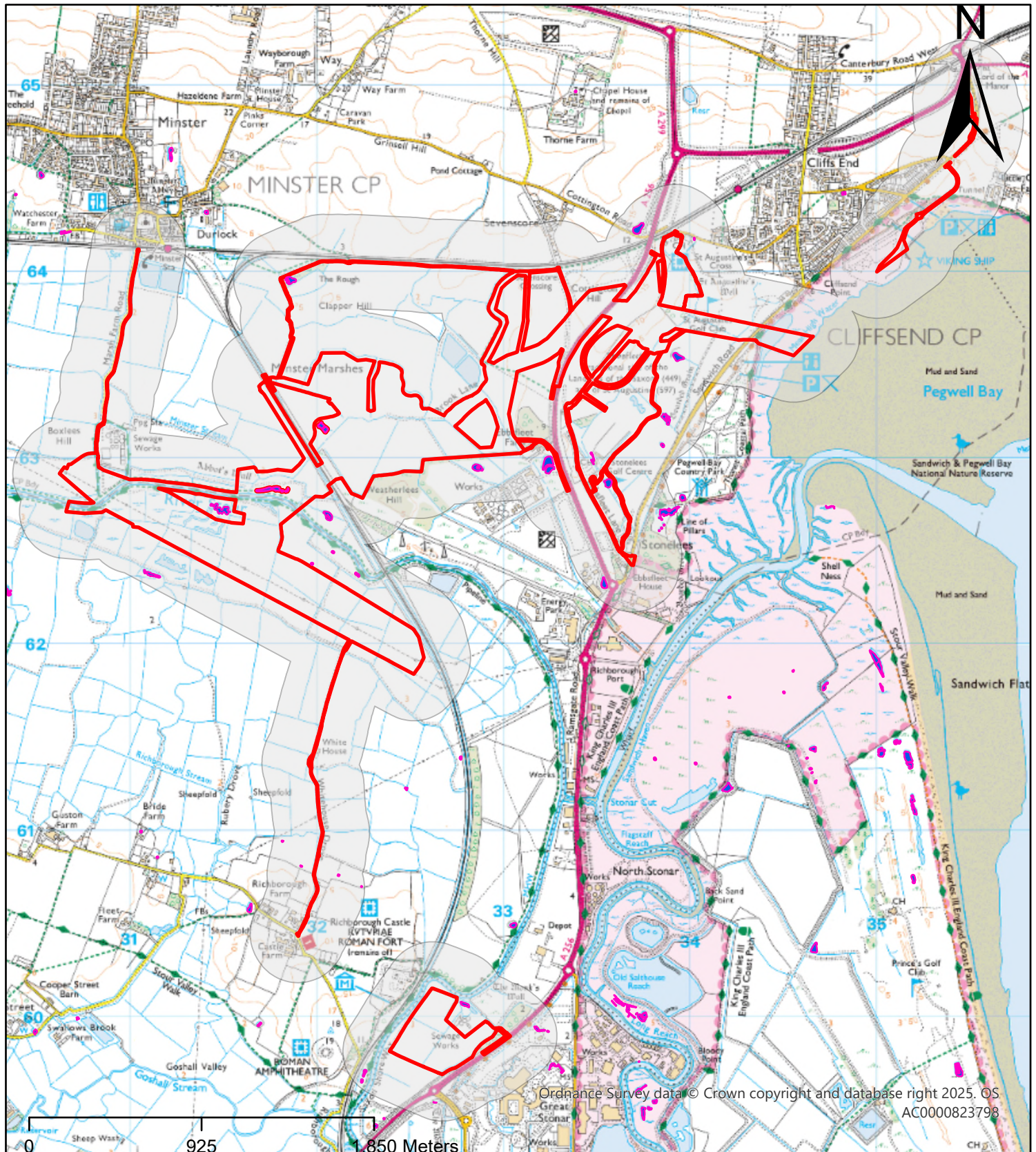
Breakdown of Conservation Payment per compensatory pond required

Habitat delivery (66%)	Compensatory pond creation or restoration*	£5,135 per pond, including cost of obtaining planning permission where necessary	Funds to be spent as soon as possible
	Contingency fund for replacement of compensatory pond	£900 per pond initially created	Funds to be pooled Spent on the creation of further ponds at Natural England's discretion, within 25 years
	Compensatory pond maintenance	£5,290 per pond initially created	Funds to be pooled Spent over 25 years
	Habitat facilitation, strategy provision and licence compliance	£2,200 per pond initially created	Funds to be pooled Spent over 25 years
Habitat monitoring (19%)	Monitoring	£3,590 per pond initially created	Funds to be pooled Spent over 25 years, including eDNA and HSI surveys
	Modelling and mapping updates	£210 per pond initially created	Funds to be pooled Spent at regular intervals over 25 years
Administration (15%)	Natural England: management and administration of scheme	£2,875 per pond initially created	Funds to be pooled Spent over 25 years

Plus VAT

* Items marked with an asterisk relate to immediate costs for pond creation and together constitute the 1st Stage Conservation Payment per compensatory pond, in cases where this is payable separately.

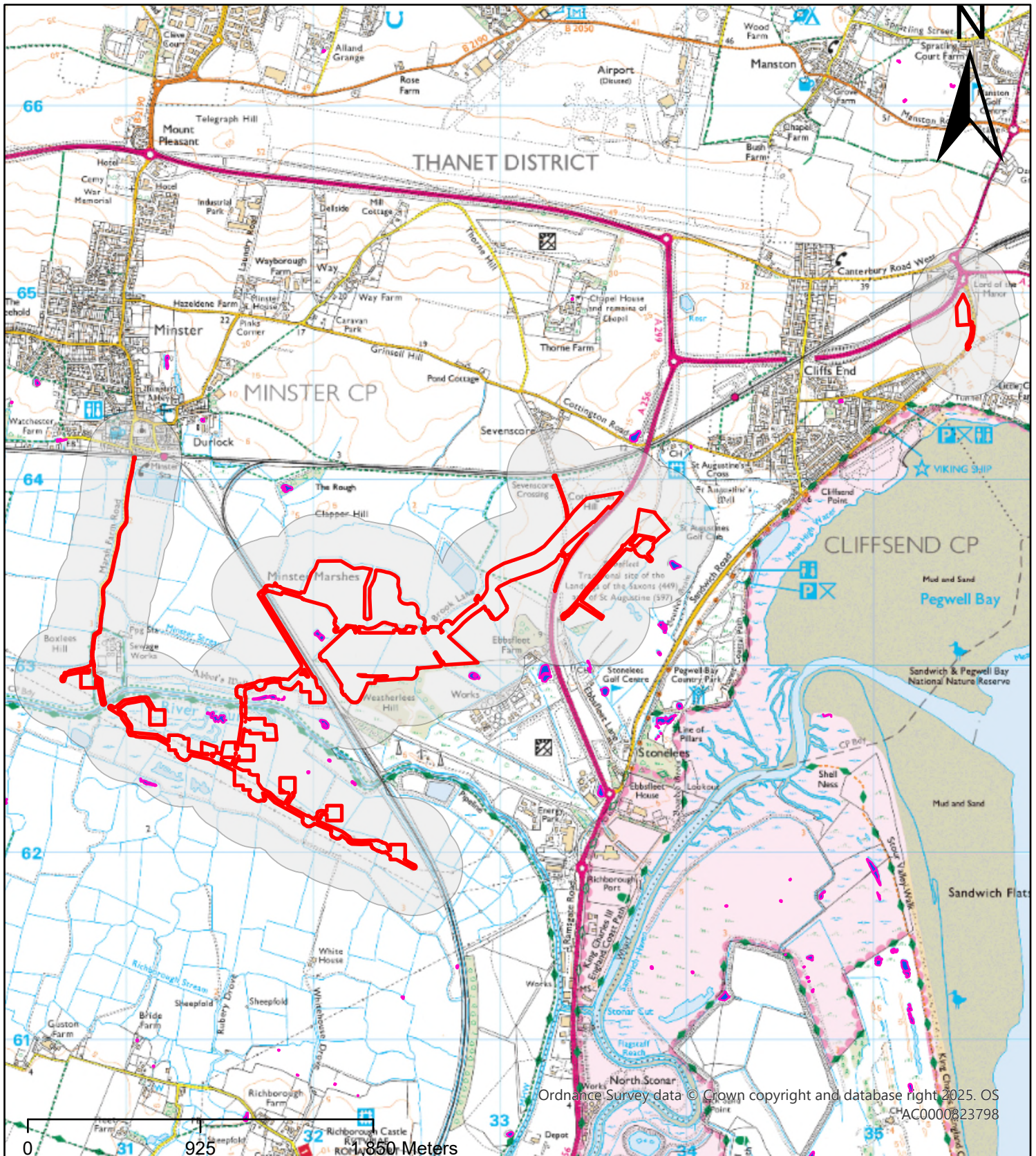
DLL-ENQ-KENT-00193-1 - SeaLink Kent - Temporary Impacts - Annex 3 Map 1

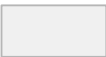


- Living Pond Layer
- Site Boundary
- 250m Buffer

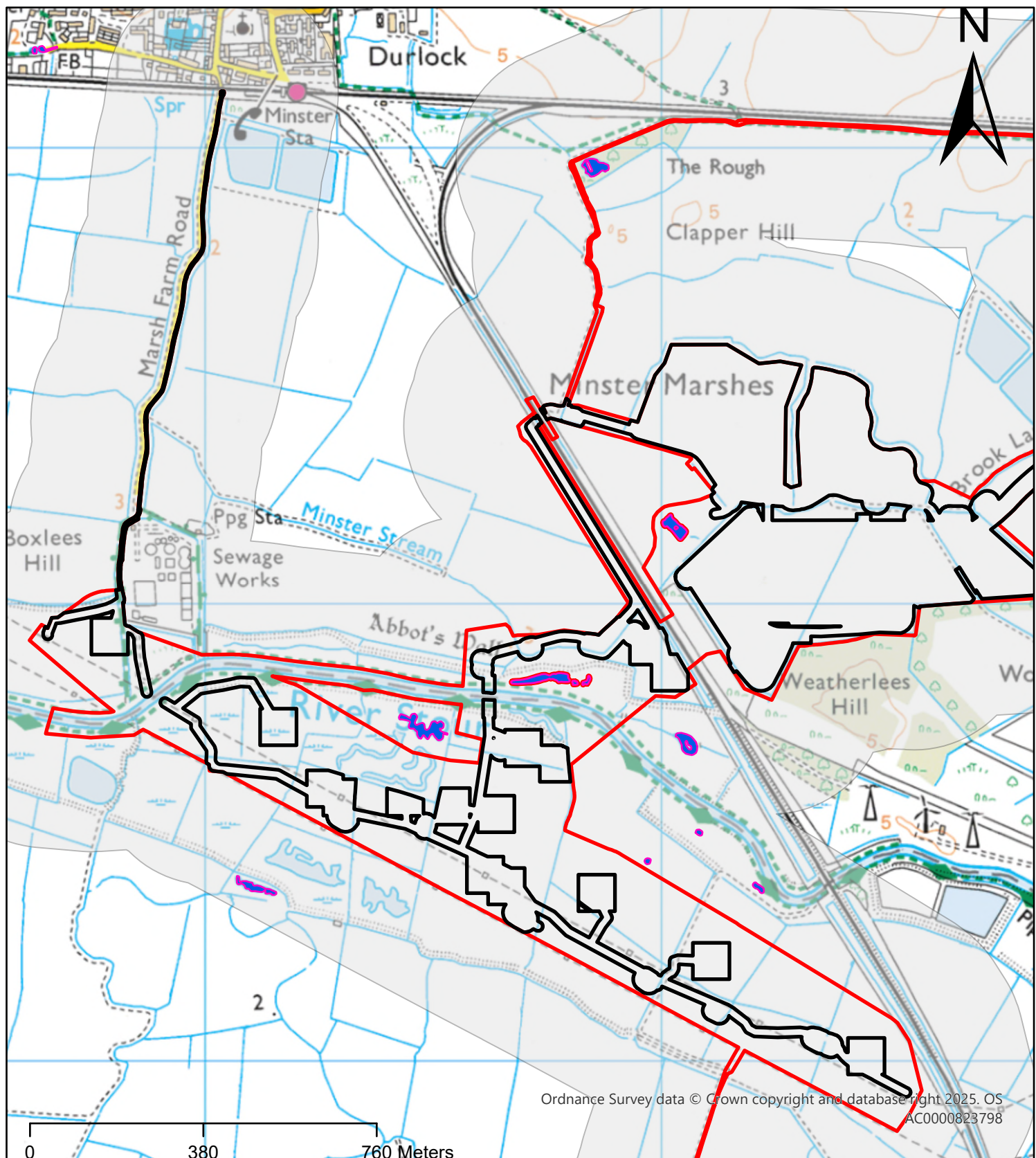
Ordnance Survey data © Crown copyright and database right 2025. OS
AC0000823798

DLL-ENQ-KENT-00193-1 - SeaLink Kent - Permanent Impacts - Annex 3 Map 2



-  Living Pond Layer
-  Site Boundary
-  250m Buffer

DLL-ENQ-KENT-00193-1 - SeaLink Kent - Temporary & Permanent Impacts DETAIL - Annex 3 Map 3

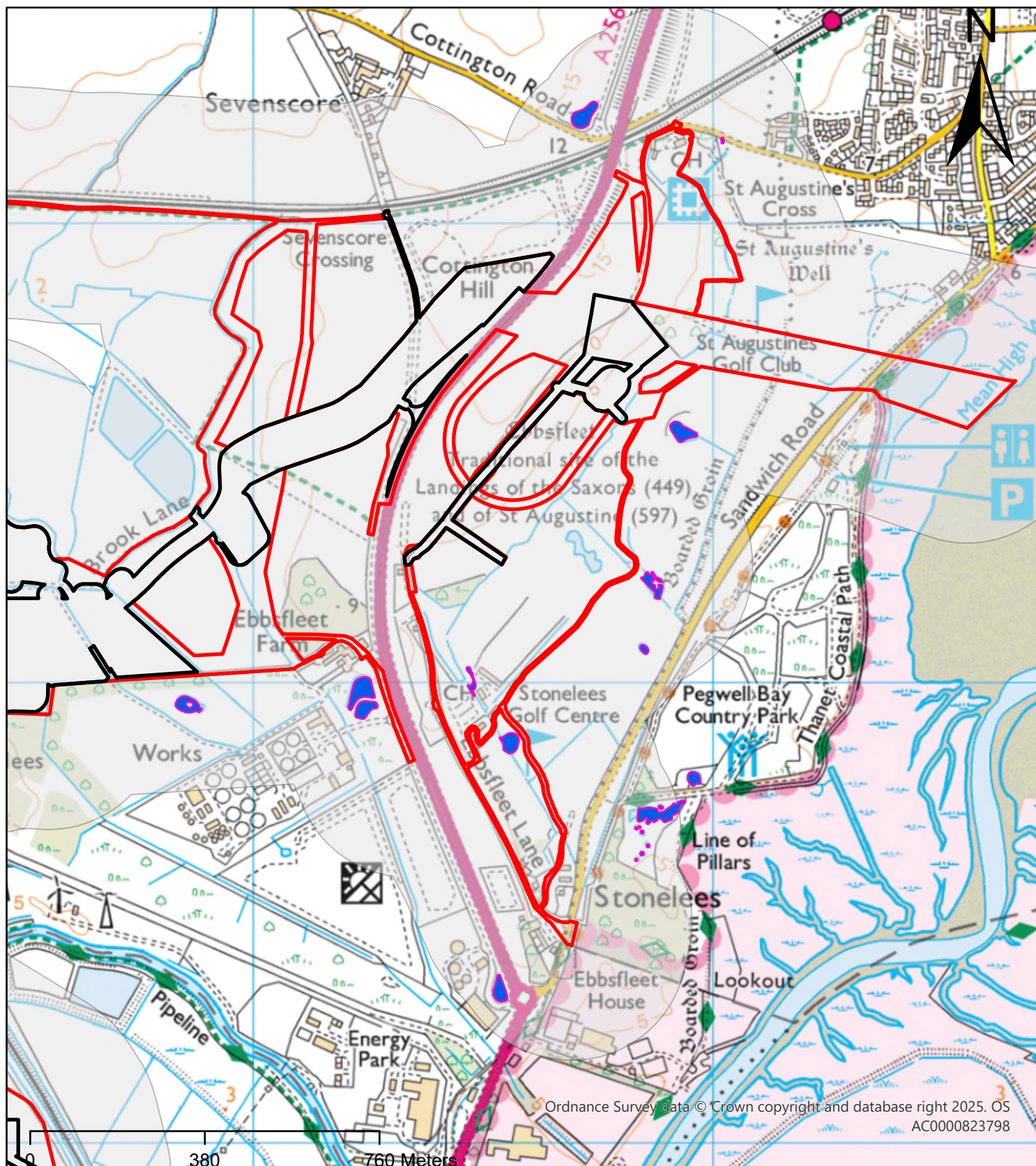


- Living Pond Layer
- Permanent Impacts
- Site Boundary
- 250m Buffer

Produced by Natural England DLL:
02/03/2026



DLL-ENQ-KENT-00193-1 - SeaLink Kent - Temporary & Permanent Impacts DETAIL - Annex 3 Map 4



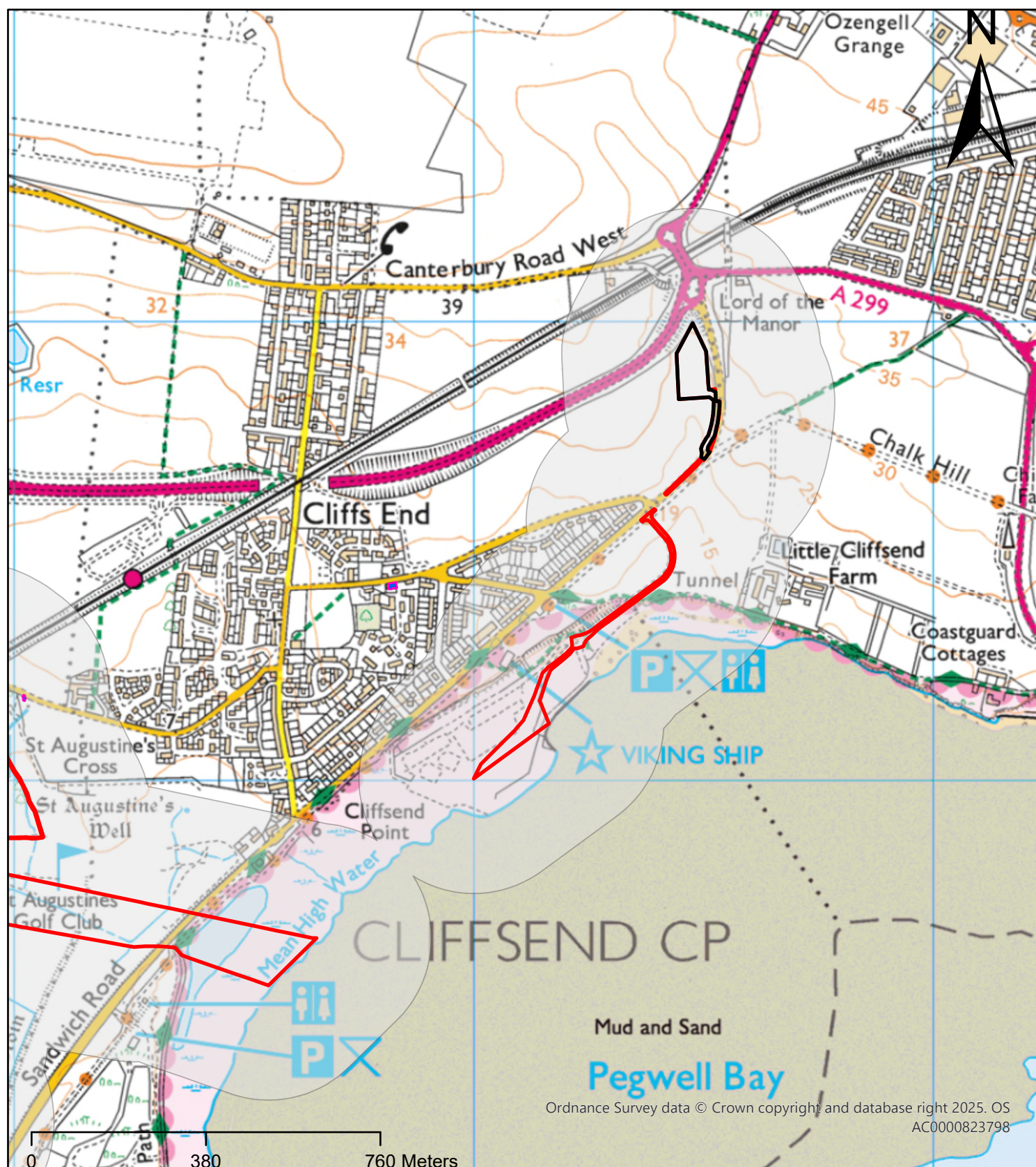
- Living Pond Layer
- Permanent Impacts
- Site Boundary
- 250m Buffer

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02/03/2026



DLL-ENQ-KENT-00193-1 - SeaLink Kent - Temporary & Permanent Impacts DETAIL - Annex 3 Map 5

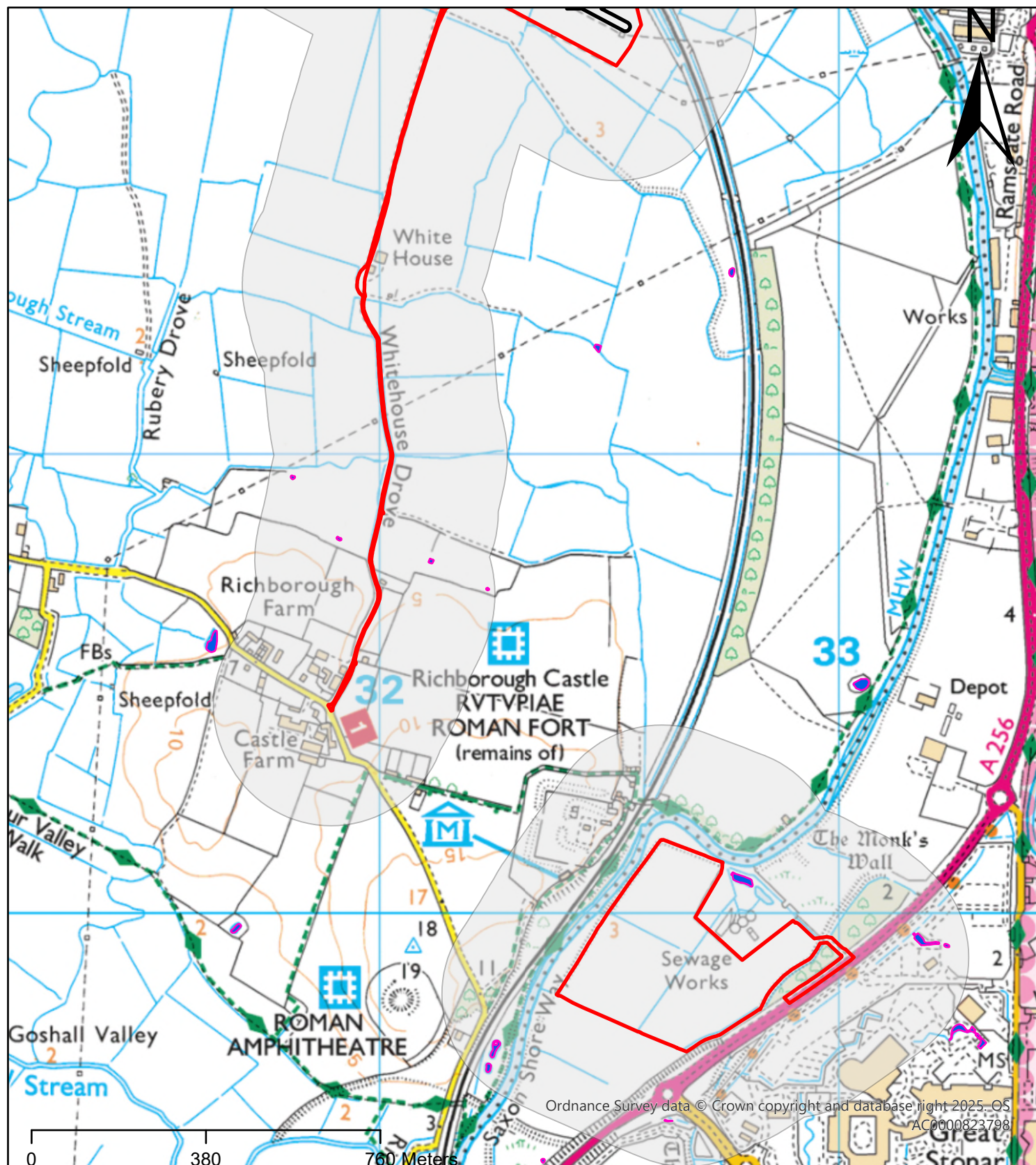


- Living Pond Layer
- Permanent Impacts
- Site Boundary
- 250m Buffer

Produced by Natural England DLL:
02/03/2026



DLL-ENQ-KENT-00193-1 - SeaLink Kent - Temporary & Permanent Impacts DETAIL - Annex 3 Map 6



- Living Pond Layer
- Permanent Impacts
- Site Boundary
- 250m Buffer

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Produced by Natural England DLL:
02/03/2026



Great Crested Newt District Level Licensing Impact Assessment & Conservation Payment Certificate

T. 020 8026 1089

E. gcndll@naturalengland.org.uk

The appropriate authority shall not grant a licence under Regulation 55(9)(b) unless they are satisfied that actions authorised will not be detrimental to the maintenance of the population of the species concerned at a favourable conservation status in their natural range.

This Certificate is provisional once all information required in sections 1, 2, 3 and 4 has been inserted by Natural England and it has been issued to the Applicant. A provisional Certificate shall be given the date inserted by Natural England in section 4. A Certificate remains provisional until:

- It has been signed and dated by the Applicant in section 6; and
- Natural England's administration fee has been invoiced for and (if applicable) the 1st Stage Conservation Payment has/have been paid; and
- It has been counter-signed and dated on behalf of Natural England in section 8.

At which point this Certificate shall be complete and effective and shall be given the date on which it is signed by Natural England in section 8.

A provisional Certificate that determines that a 1st Stage Conservation Payment is required will lapse after 4 weeks from the date given in section 4, unless signed and dated by the applicant in Section 6.

A provisional Certificate that determines that a 1st Stage Conservation Payment is *not* required will lapse after 2 months from the date given in section 4, unless signed and dated by the applicant in Section 6.

Lapse date: 02/06/2026

1. Application Details

(1.1) Name of Applicant: (and company number where relevant) "the Applicant"	 National Grid (2366977)
(1.2) Site name / address: "the Site"	SeaLink Suffolk, Suffolk: Aldeburgh/Thorpeness - Friston - Saxmundham, IP17 1PA
(1.3) Grid reference for site: 10 figure reference from the centre of the site (or start/end points for linear schemes)	TM 42464 59938
(1.4) District Level Licensing Enquiry number:	DLL-ENQ-NOSU-00120-2
(1.5) District Level Licensing Enquiry form date:	24/02/2026

2. Impact assessment

2.1	Total number of ponds within proposed site boundary	2	
2.2	Total number of ponds within 250m buffer around the proposed site boundary	80	
2.3	Expected total number of ponds functionally lost <i>All ponds within the red line boundary are considered lost as standard. Impacts on ponds outside of the red line boundary, up to 250m from the proposed site, are considered proportionally.</i>	6.5	
2.4	Does this development qualify for an alternative Impact Assessment approach?	Householder ☐ Linear scheme ☐ Temporary Impacts ☒ Phased development ☐ Other Mixed temporary and permanent impacts	

3. Compensation

3.1	Has the DLL enquiry been submitted with survey information, or has Natural England's modelled 'No-Survey' option been utilised?	Survey ☒ No-Survey ☐	
3.2	Which Risk Zone does the development lie in: <i>(No Survey route only)</i>	Amber Zone ☐ Green Zone ☐ Combination ☐ Used for Linear schemes only Any additional details 	
3.3	Associated Risk Zone compensation ratio: <i>(No Survey route only) Ratio is associated with the risk zone above it.</i>	2:1 ☐ 1:1 ☐ Other ☐ (Provide details below) 	
3.4	Pond compensation ratios: <i>(Survey route only)</i>	GCN 'Present' Ponds - 4:1 GCN 'Un-surveyed' Ponds - 2:1 GCN 'Absent' Ponds - 1:1	
3.5	Additional Multipliers: <i>Applicable only under an alternative Impact Assessment approach e.g. Temporary impacts multiplier.</i>	Mixed temporary and permanent impacts	
3.6	Number of compensation ponds required: <i>[Expected total number of ponds lost] x [compensation ratio(s)]</i>	15.5	
3.7	Is the Time-lag multiplier of 1.1x required? <i>Multiplier applied when allocated compensation ponds are under a year old (not yet fully functional).</i>	Yes ☒ No ☐ In Part ☐	
3.8	Total number of compensation ponds required <i>After all multipliers</i>	17.05	
3.9	Is a 1 st Stage Conservation Payment required? <i>Mandatory when three or more compensation ponds are required, unless otherwise stated by Natural England.</i>	Yes ☒ No ☐	

4. Administration Fee and Conservation Payment

- 4.1 Natural England charges a non-refundable Administration Fee of £570 + VAT for the production of a provisional Impact Assessment and Conservation Payment Certificate. An invoice for this fee will be issued at the point of production of the provisional Impact Assessment and Conservation Payment Certificate, payable within 28 days of issue.
- 4.2 Applicants must also make a Conservation Payment to Natural England, to allow Natural England to pay for the creation of sufficient new great crested newt habitat to compensate for the impacts of the Applicant's proposals and maintain this habitat for 25 years.
- 4.3 If the total number of compensation ponds required is 3 or more the Conservation Payment shall be split into two staged payments: a 1st Stage Conservation Payment and a 2nd Stage Conservation Payment. In the case of a phased development, see Annex 4.
- 4.4 An Applicant who is not required to make staged payments will be issued with a VAT-inclusive invoice for the Conservation Payment once it has applied to Natural England for a GCN District Level Licence. That invoice will be payable within 28 days of issue and refundable only in the circumstances set out at clauses 5.8, 5.9 and 5.10, below.
- 4.5 An Applicant who is required to make a 1st Stage Conservation Payment will be issued with a VAT-inclusive invoice for that payment once it has signed the provisional Impact Assessment and Conservation Payment Certificate at section 6, below, and returned it to Natural England. That invoice will be payable within 28 days of issue and refundable only in the circumstances set out at clauses 5.8, 5.9 and 5.10 below. When an Applicant is required to make a 1st Stage Payment Natural England will not complete the Impact Assessment and Conservation Payment Certificate by signing and dating it at section 8 until that payment has been made.
- 4.6 An Applicant who has made a 1st Stage Conservation Payment will be issued with a VAT-inclusive invoice for the 2nd Stage Conservation Payment once it has applied to Natural England for a GCN District Level Licence. That invoice will be payable within 28 days of issue and refundable only in the circumstances set out at clauses 5.8, 5.9 and 5.10, below.
- 4.7 Except for householder home improvement projects or where planning permission has been received following a householder planning application a further non-refundable fee of £690 will be charged at the point of issue of any subsequent licence under reg. 55 of the Conservation of Habitats and Species Regulations 2017 (as amended), payable within 28 days of issue.

Basis of calculation of Conservation Payment:

17.05 compensatory ponds required at £ 20,200 each = £ 344,410.00 plus VAT = total £ 413,292.00 .

If a 1st Stage Conservation Payment is required, the Conservation Payment shall be split as follows: See 4.2 to 4.6, above

1st Stage Conservation Payment: £ 87,551.75 plus VAT = total £ 105,062.10 . See 4.5, above

2nd Stage Conservation Payment: £ 256,858.25 plus VAT = total £ 308,229.90 . See 4.6, above

Plus:

Administration fee for Impact Assessment £570 plus VAT = total £684 See 4.1, above
and Conservation Payment Certificate

Fee payable on the issue of a licence £690 (no VAT) See 4.7, above

Date: 05/05/2026 See clause 5.11, below

Additional comments on the Conservation Payment:

A breakdown of the Conservation Payment per pond is given at Annex 2.

The Conservation Payment must be made in full before a licence under regulation 55 of the Conservation of Species and Habitats Regulations 2017 (as amended) may authorise activities that would otherwise breach Regulation 43 of those regulations.

5. Further Important Information

- 5.1 It is the duty of the Applicant to inform Natural England if the extent of the land affected by the proposed development is not exactly as shown on the Plan attached as Annex 3 to this Certificate or if it alters at any time after the date of this Certificate. An offence may be committed if incorrect information is submitted to Natural England in the course of the licensing process.
- 5.2 Natural England shall be entitled to terminate this Certificate if information subsequently received causes it to reasonably conclude that the impacts on great crested newts, or the required level of compensation, of/for the Applicant's proposals on the Site have been under-stated in this Certificate. Before terminating this Certificate Natural England shall give the Applicant reasonable notice of its intentions and the opportunity to make a written representation against withdrawal.
- 5.3 This Certificate relates only to the development described in this form and not to any associated or enabling development.
- 5.4 Natural England's assessment of the total number of ponds to be lost at the Site is informed by the information provided by the Applicant in its Enquiry Form. However, where an Applicant has not provided up to date survey data Natural England determines the number of ponds to be lost at the Site from its own information. In all cases Natural England retains discretion in assessing the number of ponds to be lost as a result of the Applicant's proposals at the Site and its decision shall be conclusive.
- 5.5 This Certificate is not a licence granted under reg. 55 of the Conservation of Habitats and Species Regulations 2017 (as amended) (henceforth "the 2017 Regulations") and is not a confirmation or warranty that such a licence will subsequently be granted.¹ Natural England excludes all warranties and representations in so far as the law permits.
- 5.6 If Natural England subsequently grants a licence to the Applicant under reg. 55 of the 2017 Regulations any such licence will be subject to the conditions therein set out, which may include (but not be limited to) conditions that activities may not be commenced until the Applicant has paid the Conservation Payment in the amount and manner set out herein and that activities may not be commenced until compensatory works have reached a specified stage of completion.
- 5.7 If Natural England subsequently grants a licence to the Applicant under reg. 55 of the 2017 Regulations Natural England agrees to use and hold Conservation Payment monies payable by and received from the Applicant for the purposes and period of time set out in Annex 2 to this Certificate. Any surpluses properly arising after 25 years from the date of the grant of a licence shall be retained and used by Natural England for the purposes of enhancing the conservation status of great crested newts in England.
- 5.8 If planning permission or other essential regulatory consent (including a licence to the Applicant under reg. 55 of the 2017 Regulations) for the Applicant's proposals on the site are refused, or are not applied for, the 1st stage Conservation Payment(s) made by the Applicant to Natural England pursuant to this Certificate will be repaid in full.
- 5.9 If following the receipt of planning permission and/or all other essential regulatory consents but prior to the commencement of any works on the Site that could kill or disturb great crested newts or damage or destroy their habitat the Applicant confirms in writing to Natural England that it no longer wishes to proceed with its proposals on the Site any 1st Stage Conservation Payment already made shall be forfeit and any 2nd Stage Conservation Payment already made will be repaid subject to the deduction of such costs as have reasonably been incurred by Natural England or habitat creation contractors on its behalf prior to the receipt by Natural England of such written confirmation. An Applicant who was not required to make staged payments will be repaid any Conservation Payment already made subject to the deduction of such costs as have reasonably been incurred by Natural England or habitat creation contractors on its behalf prior to the receipt by Natural England of such written confirmation. The Applicant acknowledges that Natural England will spend the Conservation Payment in accordance with the provisions of Annex 2 and appreciates that for the purposes of conserving great crested newts it will be reasonable to spend a high proportion of the Conservation Payment within a short period of receiving it.
- 5.10 If the Applicant only carries out part of the development on the Site and has less impact than that assessed at part 2 of this Certificate it shall be entitled to request Natural England to recalculate the Conservation Payment. Such request shall be in writing and shall contain all the information necessary to allow Natural England to assess the impact of the modified development. If the recalculated Conservation Payment is lower than the Conservation Payment(s) already paid the Applicant shall be entitled to reimbursement of the difference on the following basis: a 1st Stage Payment shall be forfeit; the balance may be repaid from a 2nd Stage Payment subject to the deduction of such costs as have reasonably been incurred by Natural England or habitat creation contractors on its behalf prior to the receipt by Natural England of the request to recalculate; an Applicant who was not required to make staged payments will be repaid the difference subject to the deduction of such costs as have reasonably been incurred

by Natural England or habitat creation contractors on its behalf prior to the receipt by Natural England of such written request. The Applicant acknowledges that Natural England will spend the Conservation Payment in accordance with the provisions of Annex 2 and appreciates that for the purposes of conserving great crested newts it will be reasonable to spend a high proportion of the Conservation Payment within a short period of receiving it.

- 5.11 Once signed and dated in section 8, this Certificate shall remain effective for the period of 25 years from the commencement of works on the Site that could kill or disturb great crested newts or damage or destroy their habitat; save that if after two years from the date of this Certificate the Conservation Payment set out at part 4 of this Certificate has not been paid in full Natural England shall be entitled to review and revise the amount of that payment to such sum as at the date of such review is sufficient to pay for the creation and maintenance of sufficient great crested newt habitat to compensate for the impacts of the Applicant's proposals for 25 years. Until signed and dated in section 8 this Certificate is provisional only and if it has been determined that a 1st Stage Conservation Payment is required it will lapse and be of no further effect after 4 weeks from the date given in section 4. If it has been determined that a 1st Stage Conservation Payment is not required this Certificate will lapse and be of no further effect after 2 months from the date given in section 4.
- 5.12 This Certificate may not be relied on by any person other than the Applicant and may not be assigned to any other person without the prior written consent of Natural England. Natural England's consent will be conditional upon any assignee signing a Certificate in like form to this Certificate, or as appropriate to the circumstances, subject to which consent shall not unreasonably be withheld.
- 5.13 Natural England's total liability arising under or in connection with this Certificate, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise shall be limited to the amount of the Conservation Payment paid by the Applicant to Natural England and un-spent as at the date of adjudication of the claim.
- 5.14 The Applicant's total liability arising under or in connection with this Certificate, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise shall be limited to the amount of the Conservation Payment properly calculable on the basis of the actual development to which this Certificate relates.
- 5.15 Neither Natural England nor the Applicant shall be liable to the other for any indirect, special or consequential loss or damage or any loss of profits, turnover, business opportunities or damage to goodwill (whether direct or indirect).
- 5.16 No variation of this Certificate shall be valid unless it is in writing and signed by or on behalf of both parties.
- 5.17 Nothing in this Certificate shall prejudice, conflict with or affect the exercise by Natural England of its statutory functions (including as statutory consultee), purpose, powers, rights, duties, responsibilities or obligations arising or imposed under any legislative provision enactment, bye-law or regulation whatsoever, nor shall it fetter the exercise of any discretion Natural England may have.
- 5.18 Natural England may terminate this Certificate immediately on notice in writing where, in Natural England's reasonable opinion, compliance with the obligations in this Certificate is likely to conflict with Natural England's statutory functions (including as statutory consultee), purpose, powers, rights, duties, responsibilities or obligations.
- 5.19 The Applicant acknowledges that Natural England is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (both as amended) and cannot guarantee confidentiality. The Applicant shall assist and co-operate with Natural England as necessary to comply with these requirements. In responding to a request for information, including information in connection with the subject matter of this Certificate Natural England shall where in its absolute discretion it deems necessary use reasonable endeavours to consult with the Applicant. Notwithstanding this the Applicant acknowledges that Natural England may disclose information without consultation, or following consultation with the Applicant having taken its views into account.
- 5.20 The Applicant shall ensure that all information produced in connection with the subject matter of this Certificate or relating to this Certificate is retained for disclosure and shall provide all necessary assistance as reasonably requested to enable Natural England to respond to a request for information within the time for compliance and shall permit Natural England to inspect such records as requested from time to time.
- 5.21 Nothing in this Certificate is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between Natural England and the Applicant. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 5.22 The parties do not intend any term of this Certificate to be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

- 5.23 This Certificate and all disputes or claims arising out of or in connection with the activities of the parties in connection with it shall be governed by and construed in accordance with the law of England.
- 5.24 The Annexes to this Certificate form part of and are incorporated into this Certificate and the agreement between Natural England and the Applicant.

6. Declarations

This Declaration may only be signed by either:

- The person identified at 1(a) of the Enquiry Form, as the individual Applicant; **or**
- A director or senior authorised employee of the corporate Applicant identified in 1.1; **or in either case:**
- A person authorised in writing by the Applicant to complete the Enquiry Form and to make this Declaration.
Any such written authorisation must identify the site and development concerned and be irrevocable.

The Applicant declares as follows:

- **All of the information provided by the Applicant to enable Natural England to produce this Certificate is up to date, complete and correct;**
- **All of the information provided by the Applicant in the District Level Great Crested Newt Licence Enquiry Form is up to date, complete and correct;**
- **The terms and conditions contained within this Certificate are agreed and accepted.**

Signed:

Print Name and position of signatory:

SENIOR CONSENT OFFICER

For electronic applications, please insert an electronic signature above or tick this box to confirm with the declaration:

☒

I confirm that I (the above) am duly authorised by the Applicant to sign and submit this document on its behalf:

☒

Dated:

05 05 26

Invoicing – details of where the invoice(s) should be sent (for first stage payment only)	
Email address for invoice:	
Purchase Order Number * for Conservation Payment:	
Company Name:	National Grid
Address:	National Grid House, Warwick Technology Park, Gallows Hill, Warwick
Postcode:	CV34 6DA
County:	Warwickshire
Customer contact name	
Telephone number:	

* Or an alternative reference code. This is a requirement in order for Natural England to raise the invoice

Any person who in order to obtain a licence under regulation 55 of the 2017 Regulations knowingly or recklessly makes a statement or representation, or furnishes a document or information which is false in a material particular, shall be guilty of an offence and may be liable to criminal prosecution. A person found guilty of such an offence is liable on summary conviction to imprisonment for a term not exceeding six months or to a fine, or to both.

7. Use of this Certificate

In consideration of the Applicant's obligations arising herein Natural England consents to the use of this Certificate by the Applicant in support of an application for planning permission, or development consent under the Planning Act 2008, for development on the Site. Under District Level Great Crested Newt Licensing Natural England carries out its formal determination for the purposes of Regulation 55 of the 2017 Regulations after the grant of planning permission, or development consent under the Planning Act 2008, for the development in question. Accordingly, as at the date of this Certificate that formal determination has not yet been carried out.

However, in signing this Certificate Natural England has considered the matters it believes to be necessary to satisfy Regulation 55 (9) (b) of the 2017 Regulations ("that the action authorized will not be detrimental to the maintenance of the population of the species concerned at a favourable conservation status in their natural range") and has concluded that payment by the Applicant of the Conservation Payment will suffice to allow the impacts on great crested newts of the Applicant's proposals on the Site to be adequately compensated, and therefore that these proposals will not be detrimental to the maintenance of the population of great crested newts at a favourable conservation status in their natural range.

This Certificate reflects Natural England's views in relation only to great crested newts on and within 250m of the Site.

8. Natural England

Signed for and on behalf of Natural England
Duly authorized:

Print Name and position in Natural England:

- Principal Officer

Dated:

26th May 2026

¹ In order for Natural England to grant a licence to the Applicant under reg. 55 of the 2017 Regulations it must be satisfied, inter alia, that the activities so licensed meet the provisions of reg. 55 (2) and 55 (9) (a) and (b). Compensatory works funded by the Conservation Payment set out in this document allow the provisions of reg. 55 (9) (b) to be satisfied ("that the action authorized will not be detrimental to the maintenance of the population of the species concerned at a favourable conservation status in their natural range"), but do not address the issues raised in reg. 55 (2) ("...imperative reasons of overriding public interest, including those of a social or economic nature ...") or 55 (9) (a) ("that there is no satisfactory alternative"). Accordingly, no representation, assurance, condition or warranty is given by Natural England to the effect that activities associated with the development described in this form will go on to be licensed by Natural England.

Annex 1

Privacy Notice

Who collects your data?

The data controller is Natural England, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX. You can contact the Natural England Data Protection Manager at: Natural England, County Hall, Spetchley Road, Worcester, WR5 2NP; foi@naturalengland.org.uk

The Defra group Data Protection Officer is responsible for checking that Natural England complies with legislation. You can contact them at: Department for Environment, Food and Rural Affairs, SW Quarter, 2nd floor, Seacole Block, 2 Marsham Street, London SW1P 4DF. DefraGroupDataProtectionOfficer@defra.gsi.gov.uk

What of my data is being collected and how is it being used? What is the legal basis for the processing?

The data collected by Natural England includes: an Applicant's name and contact details, the name and contact details of any agent appointed by the Applicant, the name and contact details of individual points of contact within the Applicant's organisation and that of the Applicant's agent, customer type, the nature of the Site, the development proposed on the Site, reasons for that development, and bank account information for refunds.

Natural England uses such data to run a great crested newt licensing scheme ("the Scheme") in the area in which the Site is located. Processing is necessary (a) for the performance of a task carried out in the public interest or in the exercise of official authority vested in the data controller. That task is to conduct the licensing functions delegated by Defra to Natural England under section 78 of the Natural Environment and Rural Communities Act 2006 and (b) for the performance of the contractual terms set out in this Certificate.

The processing by us of personal data relating to wildlife-related or animal welfare offences or related security measures is carried out only under official authority. This information is used in assessing an application as it is a material fact.

Who will my data be shared with?

Information provided by or on behalf of the Applicant and any supporting material will be used by Natural England to undertake our licensing functions and to operate the Scheme. This will include assessing an Applicant's proposals in line with the Scheme, producing a Scheme certificate, assessing an Applicant's licence application, issuing a licence if applicable, monitoring compliance with licence conditions and collating licence returns and reports. In carrying out these functions Natural England may discuss your Scheme application with third parties such as contractors commissioned to deliver the necessary habitat compensation. Natural England may for particular licence applications and at specific stages of the licensing process discuss your application with third parties. The details of this sharing are set out here <https://www.gov.uk/government/publications/wildlife-licensing-privacy-notice>

Natural England recognises there is significant public interest in wildlife licensing and in those who benefit from receiving a wildlife licence. Therefore, we may make information publicly available. Information released may include, but is not limited to, your name or business name, application and licence details as well as reports and returns. Natural England, however, realises that some licensed activities can be sensitive and we **will not** release information that could harm people, species or habitats. In some cases, for example, this may mean not releasing the names and addresses of individuals or the location of the licensed activity.

We will respect personal privacy, whilst complying with access to information requests to the extent necessary to enable Natural England to comply with its statutory obligations under the Environmental Information Regulations 2004 and the Freedom of Information Act 2000.

How long will my data be held for?

Your personal data will be kept by us for 7 years beyond the period of effectiveness of this Certificate.

If you are relying on my consent to process data, can I withdraw my consent?

No, because the processing is not based on consent.

What will happen if I don't provide the data?

Failure to provide this information will mean that we will be unable to assess your application for a Scheme certificate and/or a wildlife licence.

Will my data be used for automated decision-making or profiling?

The information you provide is not connected with individual decision making (making a decision solely by automated means without any human involvement) or profiling (automated processing of personal data to evaluate certain things about an individual).

Will my data be transferred outside of the EEA?

The data you provide will not be transferred outside the European Economic Area.

What are my rights?

A list of your rights under the General Data Protection Regulation, the Data Protection Act 2018, is accessible at: <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>

How do I complain?

You have the right to lodge a complaint with the ICO (supervisory authority) at any time. Should you wish to exercise that right full details are available at: <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>

Natural England's Personal Information Charter

Details of our Personal Information Charter can be found at: <https://www.gov.uk/government/organisations/natural-england-personal-information-charter>

Annex 2

Breakdown of Conservation Payment per compensatory pond required

Habitat delivery (66%)	Compensatory pond creation or restoration*	£5,135 per pond, including cost of obtaining planning permission where necessary	Funds to be spent as soon as possible
	Contingency fund for replacement of compensatory pond	£900 per pond initially created	Funds to be pooled Spent on the creation of further ponds at Natural England's discretion, within 25 years
	Compensatory pond maintenance	£5,290 per pond initially created	Funds to be pooled Spent over 25 years
	Habitat facilitation, strategy provision and licence compliance	£2,200 per pond initially created	Funds to be pooled Spent over 25 years
Habitat monitoring (19%)	Monitoring	£3,590 per pond initially created	Funds to be pooled Spent over 25 years, including eDNA and HSI surveys
	Modelling and mapping updates	£210 per pond initially created	Funds to be pooled Spent at regular intervals over 25 years
Administration (15%)	Natural England: management and administration of scheme	£2,875 per pond initially created	Funds to be pooled Spent over 25 years

Plus VAT

* Items marked with an asterisk relate to immediate costs for pond creation and together constitute the 1st Stage Conservation Payment per compensatory pond, in cases where this is payable separately.

DLL-ENQ-NOSU-00120-2 - SeaLink Suffolk - Full Site - Annex 3 Map 1



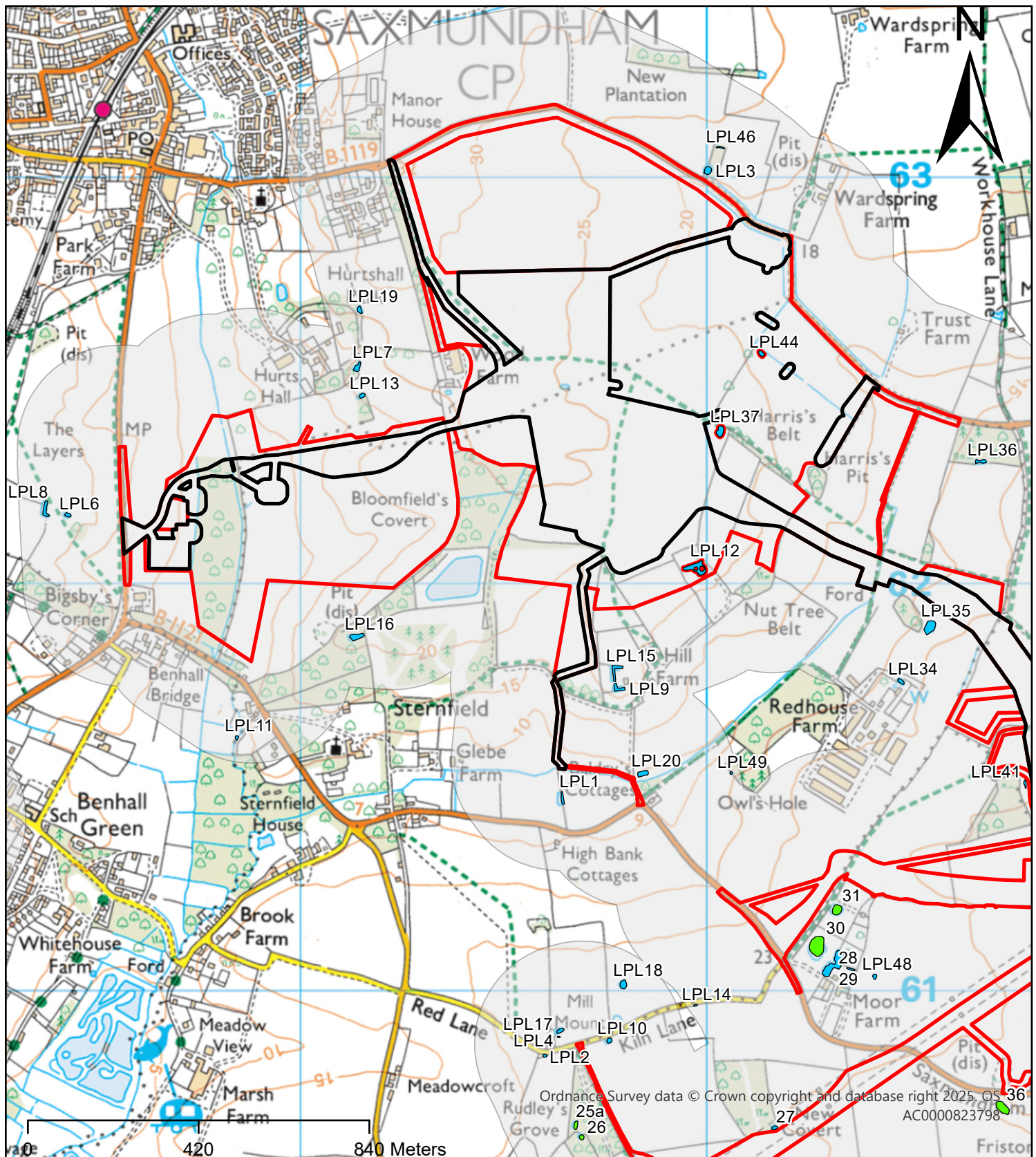
Ponds: GCN Presence per Survey

- No Survey
- Absent
- Present

- Site Boundary
- Permanent Impact Areas
- 250m Buffer

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AC0000823798

DLL-ENQ-NOSU-00120-2 - SeaLink Suffolk -DETAIL - Annex 3 Map 2

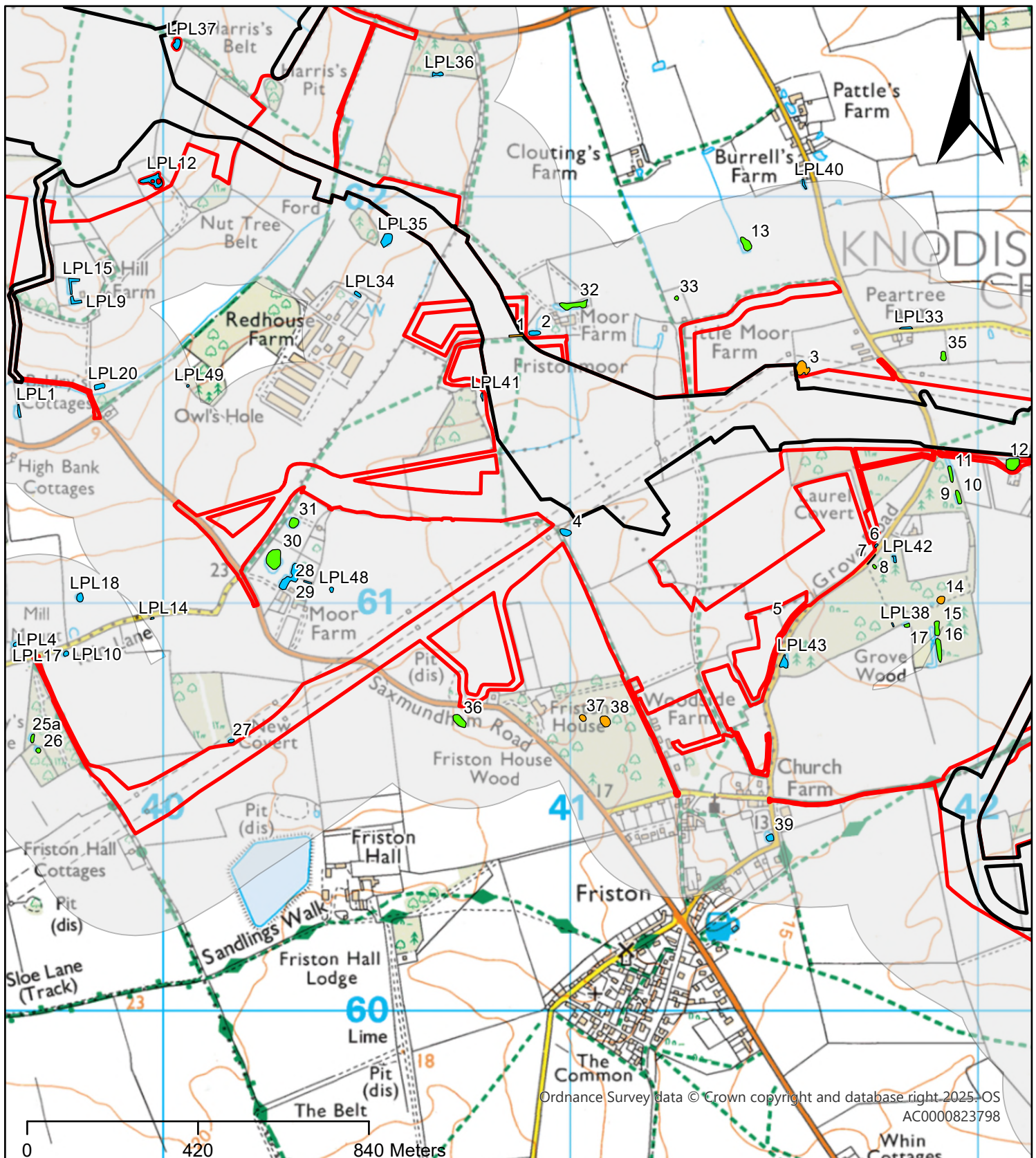


Ponds: GCN Presence per Survey

- No Survey
- Absent
- Present

- Site Boundary
- Permanent Impact Areas
- 250m Buffer

DLL-ENQ-NOSU-00120-2 - SeaLink Suffolk -DETAIL - Annex 3 Map 3

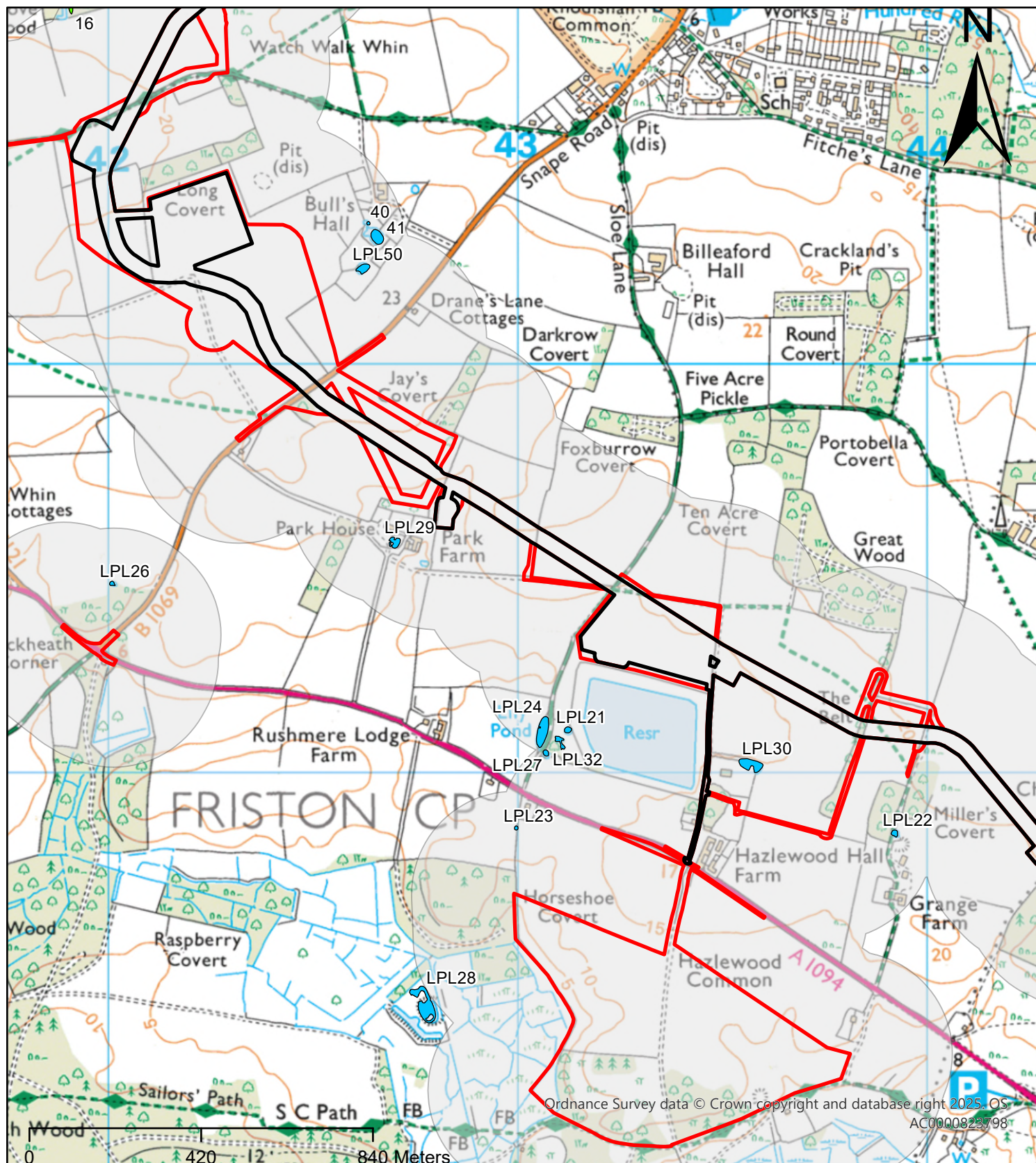


Ponds: GCN Presence per Survey

- No Survey
- Absent
- Present

- Site Boundary
- Permanent Impact Areas
- 250m Buffer

DLL-ENQ-NOSU-00120-2 - SeaLink Suffolk - DETAIL - Annex 3 Map 4



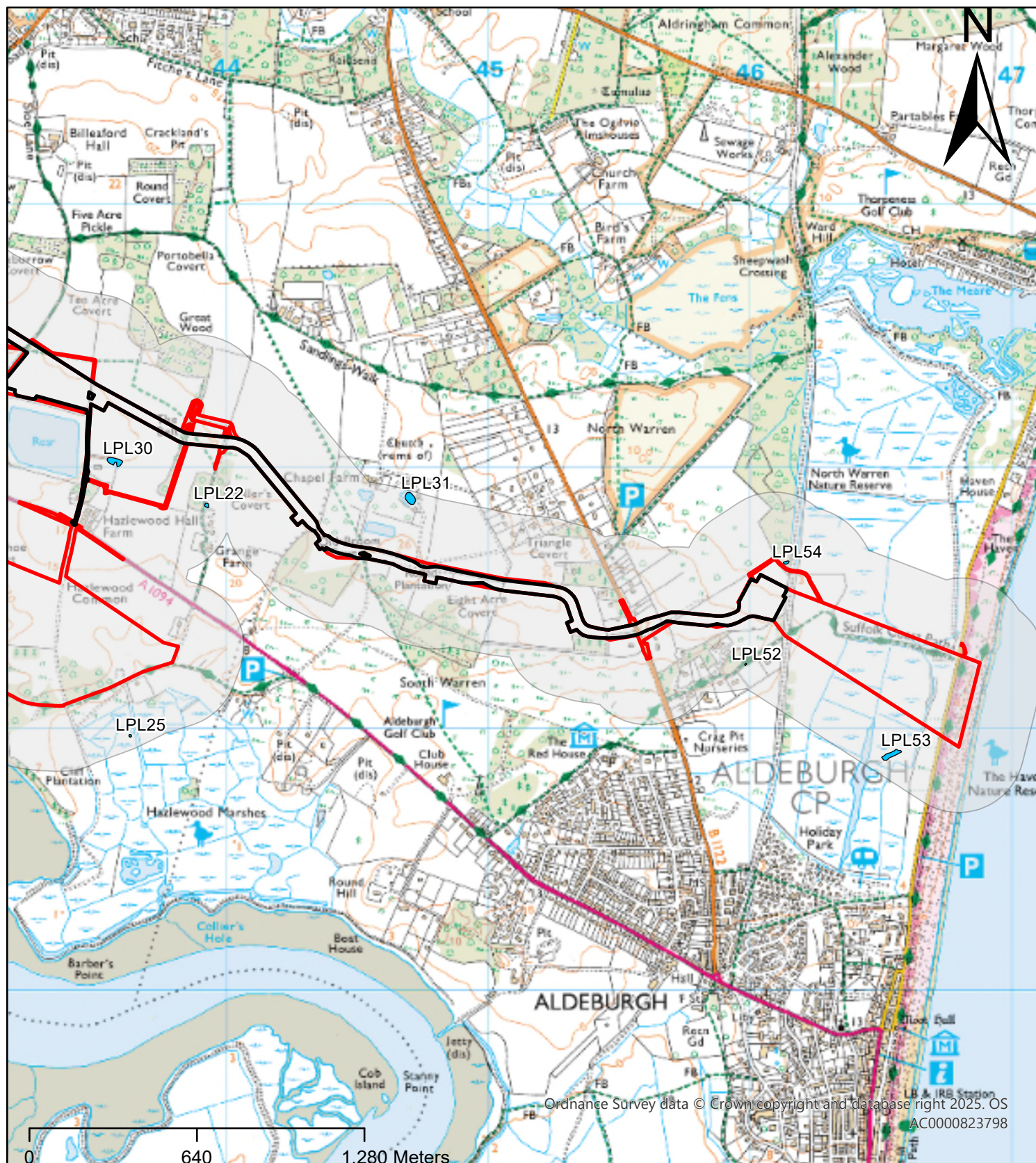
Ponds: GCN Presence per Survey

- No Survey
- Absent
- Present

- Site Boundary
- Permanent Impact Areas
- 250m Buffer

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DLL-ENQ-NOSU-00120-2 - SeaLink Suffolk - DETAIL - Annex 3 Map 5



Ponds: GCN Presence per Survey

- No Survey
- Absent
- Present

- Site Boundary
- Permanent Impact Areas
- 250m Buffer

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Produced by Natural England DLL:
17/04/2026



Appendix B SoS Reference 43

B.1 Response within Examination Phase - 9.153 Applicant's Response to the ExA's Rule 17 Letter.pdf - All Documents | Table 9.1 Socio-economics and tourism | Reference 9.4

- B.1.1 The Applicant has considered SCC's proposed requirement [REP6-237] and notes that a number of minor drafting points have been raised, which do not materially alter the Applicant's position as set out in Application Document 9.136: Applicant's Responses to Third Written Questions [REP6-111] (see 3SERT1).
- B.1.2 The Applicant confirms that engagement with the Regional Skills Coordination Function (RSCF) is acknowledged and embedded within the SSCEP [REP6-101].
- B.1.3 The Applicant has also considered SCC's comments on the currently submitted Skills, Supply Chain and Employment Plan in response to Action Point 27 of [REP6-184]. Specifically in Ref 9.4:

SEP could be sufficient if mitigation-focused and DCO-secured

- B.1.4 As set out in **Application Document 6.2.10 (B) Part 2 Suffolk Chapter 10 Socio-Economics, Recreation and Tourism**, the Proposed Project is not expected to give rise to significant adverse socio-economic effects, either alone or cumulatively. In accordance with national policy, mitigation is only required where significant adverse effects are identified.
- B.1.5 In this context, the Applicant does not consider a mitigation-focused Skills, Supply Chain and Employment Plan to be necessary or justified. This position is reiterated by the Applicant within **Application Document 9.136: Applicant's Responses to Third Written Questions [REP6-111]** (see 3SERT1).

SEP must be mitigation-focused, not benefits-based

- B.1.6 The Applicant's Skills, Supply Chain and Employment Plan is designed to maximise positive outcomes, including local employment, skills development and supply chain opportunities. It is not intended to function as mitigation for adverse effects, as adverse effects have not been identified. Reframing the Skills, Supply Chain and Employment Plan as a mitigation document would be inconsistent with the conclusions of the ES and with the policy framework set out in NPS EN-1.
- B.1.7 **Application Document 9.136: Applicant's Responses to Third Written Questions [REP6-111]** (see 3SERT1) further explains this position.

Current SSCEP is insufficient

- B.1.8 The Applicant does not agree that the Skills, Supply Chain and Employment Plan is insufficient. The document recognises the cumulative NSIP context, sets out clear actions, and identifies delivery mechanisms through established National Grid processes and contractor requirements. **Application Document 9.136: Applicant's**

Responses to Third Written Questions [REP6-111] (see 3SERT1) further explains why additional governance structures, enforceable mitigation commitments or re-classification of benefit plans are not appropriate or proportionate.

Requirement for cumulative workforce modelling and scenario testing

- B.1.9 The Applicant does not consider detailed cumulative workforce modelling to be appropriate or proportionate. Such modelling would be highly speculative, dependent on third-party programmes, and not reflective of the workforce impacts of Sea Link in comparison to Sizewell C. **Application Document 9.136: Applicant's Responses to Third Written Questions [REP6-111]** (see 3SERT1) further explains limitations of speculative modelling and reliance instead on recognised labour-market evidence and ES assessment.

Requirement for RSCF-led education and training strategy and supply-chain mitigation

- B.1.10 The Applicant supports engagement with the RSCF and local providers, which is already embedded in the Skills, Supply Chain and Employment Plan. However, it does not agree to a co-designed or SCC-led education or supply-chain mitigation strategy beyond this engagement.
- B.1.11 **Application Document 9.136: Applicant's Responses to Third Written Questions [REP6-111]** (see 3SERT1) further explains the Applicant's position regarding alignment with existing local structures rather than creation of bespoke strategies or parallel arrangements.

Governance, monitoring, enforceable targets and DCO Requirement

- B.1.12 The Applicant does not consider that additional governance groups, monitoring regimes or a bespoke DCO-secured mitigation strategy are necessary or proportionate. Delivery of commitments is already secured through existing contractor obligations and DCO mechanisms. **Application Document 9.136: Applicant's Responses to Third Written Questions [REP6-111]** (see 3SERT1) further explains the Applicant's stance regarding unnecessary additional requirements, working groups or approval gateways as being disproportionate.

SEP could mitigate impacts if revised; without it SCC maintains objection

- B.1.13 The Applicant maintains that the existing Skills, Supply Chain and Employment Plan is sufficient and policy-compliant, and that SCC's concerns stem from a disagreement on impact significance rather than shortcomings in the Plan itself. **Application Document 9.136: Applicant's Responses to Third Written Questions [REP6-111]** (see 3SERT1) further sets out confirmation that residual socio-economic impacts are not significant and therefore do not require mitigation.

B.2 Response within Examination Phase - 9.149 (B) Applicant's Comments on Other Submissions Received at Deadline 6.pdf - All Documents | Table 18.3 Applicant's Comments on East

Suffolk Council Deadline 6 Submission [REP6-161] | Reference 27

- B.2.1 As set out within Application Document 9.136 **Applicants Responses to Third Written Questions [REP6-111]** (please refer to 3SERT1), the Applicant does not agree that Application Document 9.120 Detailed Skills, Supply Chain and Employment Plan (SSCEP) [REP6-101] is insufficient or that there remain “serious” unresolved concerns relating to economic impacts. In contrast, no party has clearly identified how Sea Link would result in significant adverse effects or why the predicted socio-economic benefits are not recognised as such.
- B.2.2 The SSCEP [REP6-101] does not represent mitigation of any socio-economic, recreation or tourism effects, but rather a plan to help maximise the positive gain for the local community.
- B.2.3 The Environmental Statement (**Application Document 6.2.10 (B) Part 2 Suffolk Chapter 10 Socio-Economics, Recreation and Tourism**) concludes that the Proposed Project would result in no significant adverse socio-economic, recreation or tourism effects, with construction-phase employment and GVA impacts assessed as temporary minor beneficial. In this context, the SSCEP [REP6-101] has been prepared to be proportionate to the scale of effects identified and compliant with NPS EN-1 and the NPPF. The Applicant therefore considers the SSCEP [REP6-101] to be policy-compliant.
- B.2.4 The Applicant has provided comment in response to ESC’s points:

Integration of SSCEP into existing local programmes

- B.2.5 The Applicant agrees in principle with integration with existing local programming and notes that this is already explicitly set out in the SSCEP [REP6-101]. The Plan is deliberately structured to integrate with existing programmes rather than create new standalone initiatives. Delivery of the SSCEP [REP6-101] is aligned with existing Suffolk arrangements, including the Regional Skills Coordination Function (RSCF), Local Skills Improvement Plans (LSIPs), Further Education and apprenticeship provision, job-matching services and Chambers of Commerce.

Cumulative workforce modelling

- B.2.6 The Applicant does not agree that the SSCEP [REP6-101] lacks consideration of cumulative effects, nor that additional modelling is required. The SSCEP [REP6-101] recognises the cumulative demand on skills created by multiple NSIPs progressing across Suffolk. This is addressed through reference to relevant NSIPs, Department for Education labour-market and replacement-demand projections, and recognition of competition for specialist roles. As stated within **Application Document 9.136 Applicants Responses to Third Written Questions [REP6-111]** (3SERT1), project-specific cumulative workforce modelling would be highly speculative and not proportionate to the scale of employment associated with the Proposed Project. Such modelling would not provide reliable or meaningful outputs given uncertainty in third-party project programmes.

Outline Document

- B.2.7 The Applicant does not agree that the SSCEP [REP6-101] should be treated as an outline document. As submitted, the SSCEP [REP6-101] sets out clear actions, delivery arrangements and timelines capable of being implemented post-consent. While contractor-specific detail will continue to evolve, this is normal for NSIPs at this stage and is already accommodated by existing DCO mechanisms allowing for adaptive delivery and proportionate engagement. Requiring approval of a further detailed SSCEP [REP6-101] post-consent would risk delaying delivery without improving outcomes; particularly given the risk that local authorities will delay discharge requesting the information that the Applicant has already confirmed .
- B.2.8 Additionally, the SSCEP [REP6-101] confirms that activities will be refined by the Applicant and its contractors as subcontractors and supply chains are confirmed and mobilised (Section 2.5.2–2.5.3). This reflects standard NSIP practice and ensures flexibility while remaining aligned with agreed principles, actions and policy objectives. The Applicant does not consider that additional post-consent approval mechanisms are required.
- B.2.9 In response to ESC's comments regarding tourism monitoring and engagement with tourism working groups, the Applicant has provided detailed response within Application Document 9.153 Applicant's Response to the ExA's Rule 17 Letter (please refer to Ref 9.2 and 9.3).

B.3 Response within Examination Phase - 9.150 Applicant's Comments on Responses to Third Written Questions.pdf - All Documents | Table 11.1 Socio-economics, recreation and tourism | Reference 3SERT1

- B.3.1 The Applicant has submitted a final Skills, Supply Chain and Employment Plan (SSCEP) at Deadline 6 to accompany the Application for a Development Consent Order (DCO) for the Sea Link project.
- B.3.2 The SSCEP was informed by consultation with relevant local authorities, including Kent County Council, Dover District Council, Thanet District Council, Suffolk County Council and East Suffolk Council. Consultation meetings were held on 20 and 23 March, in advance of which the Applicant circulated a draft SSCEP. At each meeting, the Applicant presented an overview of the draft SSCEP, followed by discussion and initial feedback. Local authority participants were subsequently invited to provide written comments. Initial verbal feedback and written comments were considered as part of the finalisation of the SSCEP.

Need for Mitigation of Cumulative Impacts

- B.3.3 As set out in the SSCEP Section 1.1, the purpose of the final SSCEP is to maximise the economic benefits of the Proposed Project for the local community, rather than to mitigate adverse effects. **Application Document 6.2.10 (B) Part 2 Suffolk Chapter 10 Socio-Economics, Recreation and Tourism** and **Application Document 6.2.3.10 (B) Part 3 Kent Chapter 10 Socio-Economics Recreation and Tourism** assessed that the Proposed Project is not expected to give rise to significant adverse socio-economic effects. The ES identifies the residual socio-economic effects of employment and GVA as beneficial, temporary, and non-significant in both Suffolk and Kent. Consistent with

SSCEP Section 1.2, the Applicant maintains that no mitigation is required in relation to skills, employment or supply chain matters.

Skills and Employment Plan as Cumulative Labour-Market Mitigation

- B.3.4 As above, the Applicant maintains that no mitigation is required in relation to skills, employment or supply chain matters. Specifically, the Applicant does not agree that the SSCEP is required to mitigate cumulative skilled-labour shortages, workforce displacement or labour competition.
- B.3.5 The scale and duration of employment associated with the Proposed Project is modest. The Proposed Project is estimated to support around 35 net additional jobs per year within a 60-minute drive time of the construction compounds, 20 in Suffolk and 15 in Kent, including 23 net direct roles (13 in Suffolk and 10 in Kent) and 12 indirect roles (7 in Suffolk and 6 in Kent) (SSCEP Section 2.3; Table 2.1). The ES socio-economic assessments (**Application Document 6.2.10 (B) Part 2 Suffolk Chapter 10 Socio-Economics, Recreation and Tourism** and **Application Document 6.2.3.10 (B) Part 3 Kent Chapter 10 Socio-Economics Recreation and Tourism**) identify the residual socio-economic effects of employment and GVA as beneficial, temporary, and non-significant in both Suffolk and Kent.
- B.3.6 While SSCEP Section 3.7 recognises the presence of other NSIPs, the Sea Link project has a significantly smaller workforce profile compared with major schemes such as Sizewell C and requires a high proportion of specialist roles sourced through established national and international supply chains (SSCEP Sections 4.3–4.4). The potential for local labour displacement or cumulative labour-market distortion is therefore very limited in the context of the Suffolk labour market.
- B.3.7 As detailed within Section 7.3 of the SSCEP, communication with other NSIPs will be made where necessary to minimise any potential issues that may arise from competition for workers from other projects in the area at the same time.

Education and Training Capacity

- B.3.8 The Applicant does not consider that the Proposed Project will place material cumulative pressure on Further Education, Higher Education or private training providers.
- B.3.9 The SSCEP identifies an established and diverse skills and training ecosystem across Suffolk and Kent (SSCEP Section 4.2) and adopts an approach based on collaboration and alignment with existing provision, policy and National Grid's established programmes (SSCEP Section 6.2). No new training demand of a scale requiring mitigation is identified.
- B.3.10 The SSCEP nevertheless sets out skills actions (see SSCEP Section 6.2 and Section 6.5 Table 6.1, Actions 1–6) focused on benefit-maximisation, including:
- Signposting local authorities, colleges and schools to National Grid's Pathways to Progress programme and STEM outreach conducted by National Grid.
 - Providing Tier 1 contractors with information on local apprenticeship and vocational training providers.
 - Sharing details of National Grid's existing apprenticeship programmes.
 - Supporting suppliers in identifying suitable apprenticeship opportunities.

- Making use of local platforms in Kent and Suffolk to promote apprenticeships to local people and local employers.
- Where relevant and beneficial, engagement with local providers will take place in advance of construction (during 2026–2027).

B.3.11 In addition, the Applicant (under the employment theme- see SSCEP Section 6.3 and Section 6.5, Table 6.1, Action 11) will signpost contractors to local training and employability services (e.g. FE colleges, Apprenticeships Suffolk, Kent Training & Apprenticeships) to support inclusive and local recruitment pathways.

Supply Chain Competition and SME Displacement

B.3.12 The Applicant does not agree that the Proposed Project will give rise to significant cumulative effects relating to contractor competition, inflationary pressure or SME displacement.

B.3.13 As set out in SSCEP Sections 3.3 and 4.5, core project components are procured through framework-based national and international supply chains. Compared with other NSIPs, the Sea Link project has a modest procurement footprint (SSCEP Section 4.7).

B.3.14 The SSCEP appropriately focuses on maximising opportunities through proportionate supply-chain engagement actions (SSCEP Section 6.4), which includes:

- Signposting local suppliers to opportunities using existing regional partners, including Kent and Suffolk Chambers of Commerce.
- Holding Meet the Buyer style engagement, including engagement with Chambers of Commerce organisations, where proportionate and aligned with Proposed Project procurement timelines.
- Directing contractors to National Grid's Supplier Code of Conduct, sustainable procurement standards, and other existing framework requirements.
- Encouraging contractors to consider local and diverse suppliers when procuring goods and services, consistent with contractual and social value expectations.

Workforce Information, Monitoring and Governance

B.3.15 The SSCEP summarises likely workforce demand (Section 2.3 Tables 2.1 and Section 2.5 Table 2.3) and sets out the approach to engagement within Section 7.3.

B.3.16 Under SSCEP Section 7.3, engagement with local authorities will include annual strategic meetings and operational updates to share workforce and recruitment information as it becomes available. Ongoing engagement will support workforce planning, skills development and local supply chain access, including Meet the Buyer activity and early discussions with training providers where appropriate. Regular internal coordination, including with the Community Fund team, will support consistent messaging and complementary activity. The Applicant will focus on delivery of agreed actions using existing project and supplier reporting, without fixed numerical targets (SSCEP Section 6).

B.3.17 Governance arrangements are proportionate to the scale of the project and are delivered through existing National Grid structures, as set out in Section 7.2 of the SSCEP.

- B.3.18 At this stage in the Proposed Project's procurement, detailed information on workforce modelling is not available, as is typically the case with NSIPs at pre-consent stage. However, as set out within Section 7.2 of the SSCEP regular touchpoints will be used to share workforce forecasts, engagement plans and local intelligence, helping ensure that information provided to councils, providers and community partners is coherent and aligned.

DCO Securing Mechanism

- B.3.19 The final SSCEP is secured through Requirement 5 of the draft DCO, as confirmed in SSCEP Sections 1.1 and 7. Requirement 5 requires all works, including pre-commencement operations, to be carried out in accordance with the approved plans and strategies listed under Requirement 5(2), unless otherwise agreed with the relevant planning authority. This provides an appropriate and enforceable mechanism. A bespoke requirement is not justified.
- B.3.20 The final SSCEP is designed to proactively maximise skills, employment and supply chain opportunities arising from the Proposed Project, in a manner proportionate to its scale, duration and workforce profile. The Plan focuses primarily on construction phase activity associated with the Kent and Suffolk Onshore Schemes, while also capturing relevant opportunities linked to offshore works in respect of supply chain participation. The plan is grounded in, and aligned with, the socio-economic study areas defined in the Environmental Statement.
- B.3.21 The SSCEP establishes a clear, structured approach to supporting local benefit realisation through the use of established National Grid programmes, existing contractual mechanisms, and the well-developed regional skills, employment and business support infrastructure across Suffolk and Kent. It brings together evidence on workforce demand, local skills assets and supply chain strengths.
- B.3.22 The Plan identifies a suite of practical and deliverable actions centred on engagement, coordination, signposting and information sharing. These actions are intended to enable local authorities, education and training providers, employability services and local businesses to engage effectively with the project where opportunities arise, using existing platforms and partnerships. The actions of the Plan will be secured through Requirement 5 of the draft DCO. The SSCEP provides an appropriate and enforceable mechanism to ensure these actions are implemented post-consent, while remaining flexible and responsive to evolving project needs and local circumstances.

Appendix C DESNZ Discharge Response:

54. The Applicant is invited to comment on SCC's suggested drafting for Schedule 4 [REP7-366] regarding the procedure for the discharge of requirements by DESNZ.

C.1 Overall response to SCC's submission

- c.1.1 SCC's proposed wording for Schedule 4 suggests removing the ability of the Applicant to submit applications to discharge requirements directly to a DESNZ post consent unit and instead proposes the introduction of a 'call in' procedure similar to that included in Section 77 of the Town and Country Planning Act 1990 (TCPA).
- c.1.2 The Government's Response to the Fingleton Review published on 13 March 2026, entitled *'Building our nuclear nation: government response to the Nuclear Regulatory Review 2025'* stated as follows [our emphasis]:
- '... DESNZ will establish a new unit within its Infrastructure Planning Delivery team to consolidate and deliver post-consent discharge functions in consultation with Local Authority Planning Departments. This will speed up decisions on the meeting of post-consent requirements. This will be focussed initially on nuclear power and electricity networks projects, with a view to extending this to other types of energy projects if evaluation of its effectiveness supports its expansion.'*
- c.1.3 The proposal by SCC to replace a new unit set up for post consent discharge functions, with a call-in function is not considered to be in line with how the Government stated that the DESNZ unit would operate.
- c.1.4 The SCC submission, whilst acknowledging the Fingleton Review findings, does not appear to agree with the principle of the approach. For example, SCC states that *'there are two benefits of the current regime which risk being undermined by removing discharge of requirements from local authorities'*. SCC's comments suggest that the default position should remain that discharge is dealt with by local authorities. SCC's approach is not consistent with the Fingleton Review's recommendations and stated government intention.

C.2 Specific Comments on the Call-in Procedure Proposed

- c.2.1 Turning to the Applicant's view of SCC's wording, a call-in process is likely to work against the stated aim to *'speed up decisions on the meeting of post-consent requirements'* and is not considered appropriate for the discharge of requirements. The call-in process under the TCPA is designed primarily so that the relevant SoS can determine applications if *'planning issues of more than local importance are involved'* (see Planning Inspectorate, July 2026, Called-in Planning Application Guidance, A.1.2). Call-in processes under the TCPA were not designed to speed up the process and generally do not achieve that aim.

- c.2.2 Applications under the Planning Act 2008 have already been determined as being nationally significant by definition. There is therefore no need to determine that the SoS is the right decision maker for the project or that the projects raise issues of more than local importance; that has already been determined. The criteria for a call-in of an application to discharge requirements on a DCO would therefore not be equivalent to the call-in criteria for a TCPA application. The call-in process for DCO requirements would perhaps therefore be more akin to another appeals process, where the Applicant or another party could request that the SoS steps in if there are issues with the discharge of requirements. There is already a well-precedented appeals process for discharge of requirements provided for in the Sea Link draft DCO (Schedule 4, part 4), so it is not clear what a call-in process would provide beyond this current process.
- c.2.3 Further, the time and resource required to develop criteria for a call-in, prepare a case for an application to be called-in, for DESNZ to assess the case and a team to step in to consider an application would clearly elongate the process, compared to a position where an application was submitted to DESNZ in the first instance. The fact that a call-in could happen part way through a process would further increase the risk that the process delays the project.

C.3 Principles of DESNZ as a Discharging Authority

- c.3.1 In terms of the suitability of DESNZ as a discharging authority, Section 120 of the Planning Act 2008 provides that a DCO may impose requirements to obtain *‘the approval of the Secretary of State or any other person’*, i.e. a DCO is lawfully capable of providing for the DESNZ unit exercising such post consent discharge functions.
- c.3.2 The Applicant considers that DESNZ will be capable of making decisions on discharge of requirements, in the same way the SoS is capable of making a decision on the DCO application. Consultation with local planning authorities and other consultees will ensure decisions are informed by local expertise and input. As SCC notes, the discharge of requirements on highways DCOs has occurred at a national level for many years, including on matters such as landscaping and flood risk, which are noted in SCC’s response as areas where local expertise is beneficial.
- c.3.3 The Applicant also disagrees that there are differences between National Highways and National Grid that would mean the approach works for National Highways and not for National Grid. Indeed, there are a great many similarities between the owner and developer of the strategic highways network and the owner and developer of the strategic electricity transmission network. The two organisations are the most experienced applicants of DCO applications, are both highly regulated organisations that predominantly deliver long, linear projects, forming part of national networks. The interests of local communities and consideration of local impacts are as important for highways projects as they are for transmission projects. There is therefore no reason why DESNZ could not become equally capable of discharging requirements on transmission DCOs as DfT is for requirements on highways DCOs, or why the ownership structure of an Applicant would affect whether a project’s requirements can be determined nationally.
- c.3.4 The quote provided by SCC from the Examining Authority on the Lower Thames Crossing project does not appear material to the Sea Link application, but from a quick review appears to be discussing energy NSIP developers in *‘circumstances in which there is no other substantial accountability for the delivery of the development and the standards that it must meet.’* This sentence is clearly not applicable to projects being

developed by a highly regulated business like National Grid, so it is considered unlikely that the ExA was thinking of transmission projects when making this statement.

C.4 Response to SCC's Criticisms of the Applicant's Approach

- C.4.1 The Applicant disagrees that SCC's two points (local expertise and accountability to the interests of the community) are undermined by the Applicant's drafting. The Applicant's drafting does not make recourse to DESNZ the automatic default and ensures that local authorities are consulted if, when and where the DESNZ Unit is the responsible body. Local expertise and input has already been captured through the prescriptive and detailed process of developing, consulting upon and examining the project, including input on the outline management plans, commitments and draft DCO wording that will ensure the project is policy compliant. The consultation process mandated in the Applicant's wording ensures that consultation continues into the discharge of requirements process.
- C.4.2 In terms of SCC's particular criticisms of the Applicant's approach, SCC's representation **[REP7-366]** raises two fundamental concerns with the drafting proposed: the first concerns the optionality provided in the draft DCO for requirements to be discharged either by the new DESNZ unit or the originally intended party; and the second expresses concern over a perceived lack of precision in the consultation arrangements. Each of these points is explored further below.

C.5 Applicant Decision on Discharge Authority

- C.5.1 Introducing a mechanism for requirements on the Sea Link consent to be discharged by the new unit, if operational and effective, aligns with the Government's intentions and is considered appropriate for the Sea Link DCO.
- C.5.2 SCC states that SCC *'welcomes the approach that retains the relevant local authorities as a potential discharging authority'*. The Applicant agrees that retaining the ability to submit applications to discharge relevant requirements to local planning authorities is both necessary and beneficial for all parties. It is necessary because the DESNZ unit is not yet operational and a decision is due on the Sea Link project by 29 October 2026. It is therefore still not clear whether the unit will be operational in time to discharge requirements on the Sea Link DCO and it is crucial that Sea Link is not held up unnecessarily during the bedding-in period whilst the new unit becomes fully operational and effective.
- C.5.3 The Applicant also agrees with SCC that the local knowledge and expertise of the local authorities can mean that it is beneficial for those parties to be the discharging authority. This is particularly the case where progress has been made agreeing details during the Decision and Recommendation periods for Sea Link and/ or where discharge of details is likely to be a relatively straight forward process and relates to early stages of work.
- C.5.4 There are therefore good reasons for the Sea Link DCO to allow for either the DESNZ unit or another relevant authority to discharge requirements.
- C.5.5 The final strand of SCC's argument is that even if both options are available, the decision on which discharging authority to use should not sit with the Applicant. The stated main aim of the DESNZ unit is to speed up decision making. Given this is the case, it is clearly the Applicant who will best understand what will and will not speed up discharge of requirements, given their understanding of the consenting and construction programme, discussions to date and development of the detail to be submitted. This is

particularly the case for Sea Link given the urgency of the project and imminent decision; and the fact that the DESNZ unit is not yet in place and operational.

- C.5.6 In this context, given it is appropriate for both options to be available, the Applicant's case remains that it should be Applicant to decide which route to take.

C.6 Consultation Mechanism

- C.6.1 SCC's second concern was around 'the lack of precision in the consultation arrangements with relevant local authorities in those cases where the DESNZ unit is to be the discharging authority.'
- C.6.2 Schedule 4 of the draft DCO section 2(3) states that where a Requirement specifies that consultation with a Requirement consultee is required, the relevant authority must issue the consultation to the Requirement consultee within 5 days of receipt. The Schedule does not specify the timescale that the relevant authority would provide for a response. This wording has not changed with the introduction of changes related to the DESNZ unit so was in place previously, including for the many requirements where SCC was a consultee or the determining authority. The Applicant is not aware that SCC has previously suggested that this wording is imprecise and the Applicant's view is that no addition detail is required.
- C.6.3 The Applicant's position in drafting the DCO has been that it is important to allow DESNZ the ability to design and establish its Post-Consent Unit without pre-empting its operational framework, including timescales DESNZ provide to consultees for comments. The current drafting provides DESNZ with the same flexibility as is afforded to other relevant authorities if the requirements are discharged by that party. There are clear benefits for the discharging authority to be able to determine the consultation period given there are significant differences in the complexity of information submitted for different requirements.
- C.6.4 There will, of course, also be engagement prior to discharge of Requirements. Indeed, as SCC is aware, there have already been meetings between SCC and the Applicant discussing matters such as accesses and Construction Traffic Management Plans. Planning Performance Agreements will remain to support both any informal consultation prior to submission and consultation arising from DESNZ's involvement; in the same way as they will for requirements discharged at a local level, ensuring that for either mechanism, local authorities remain involved and funded.
- C.6.5 Finally on consultation it is noted that, at present, the Sea Link drafting allows for consultation post submission of applications, as opposed to the National Highways model where consultation predominantly occurs prior to submission of applications to discharge requirements. Decisions on timing of consultation will likely be discussed as the DESNZ unit establishes itself and gains experience, and it would not be in anyone's interests for the Applicant to try to pre-empt the development or outcomes of this process by providing further detail on consultation in the draft DCO.

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