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Our ref: OH01/JB13/61704.23/HEINI

Your ref: EN0200027

7 July 2026

Dear Planning Inspectorate

National Grid, Norwich to Tilbury DCO application EN0200027

Deadline 6 submission Equinor New Energy Limited on behalf of Sheringham Shoal and Dudgeon Extensions ProjCo Limited ("the project")

Summary of oral submissions to CAH3, and submission of preferred protective provisions

[REDACTED]

Section 1 of this letter comprises the written summary of the short update provided at CAH3 on Wednesday 24 June 2026. We note that, in response to our oral submissions, the Applicant advised that it is undertaking work to relocate pylon RG006 further south than its current location, which would reduce or remove the overlap of the pylon working area and lightning strike protection with the project's cable corridor. The project would welcome this change, which would reduce the overlap of physical works and the issues between the parties. The project awaits confirmation from National Grid as to whether it is committing to this alteration in the pylon's location.

In addition, and as noted in our oral submission, we also enclose our preferred protective provisions drafting. An explanation of the necessity of those provisions is set out in section 2.

1 SUMMARY OF ORAL SUBMISSION TO CAH3

The Sheringham Shoal and Dudgeon Extensions project has an extant DCO, granted in April 2024, authorising transmission infrastructure and related development which overlaps with the Norwich to Tilbury application near Norwich Main Substation. Its compulsory acquisition powers have been recorded by a section 134 notice in the local land charges register.

The project has secured options over two of the plots in the overlap with this application and has agreed heads of terms for a further six, with draft options issued. However, the conclusion of voluntary agreements is being impeded because there is no clear framework in place for how the overlapping compulsory powers will operate, and the project therefore cannot communicate to landowners how the schemes will work together in practice.

The interrelationship report [REP4-296] identifies only 'various interfaces' between the projects, some of which give rise to conflict, including conflict in relation to CA powers. In particular, the project's cable corridor overlaps

with National Grid's access and working area for pylon RG006. Acquisition of rights and use of powers in this area need to be co-ordinated.

National Grid's proposed lightning strike protection area for pylon RG006 materially encroaches into the cable corridor. Despite having been asked, National Grid has not provided details of that protection or how it would affect the project's cables.

There are a number of issues for which a solution has been agreed in principle, but National Grid is not making the necessary changes to the Examination documents to secure them. Those include amendments to remove the landscape planting currently shown over the permanent access to the project's substation, and amendment of the landscape planting over the 400kV cables. They also include relocating attenuation ponds away from the project but within the NTT Order limits. The project requires these changes to be secured.

Our client's objections are resolvable if suitable protections are progressed. However, protective provisions, the side agreement and document changes remain outstanding and are not agreed. The parties are working together; however, given the stage of the Examination, the project now considers it necessary to submit its preferred protective provisions drafting to protect its position.

2 PREFERRED PROTECTIVE PROVISIONS

We note that the project holds an electricity licence in the name of Scira Extension Limited which has, since the grant of that licence, been renamed Sheringham Shoal and Dudgeon Extensions ProjCo Limited. Our client is therefore a statutory undertaker. Our client also holds interests in land in the area of overlap with this application through the completion of option agreements for the project. Without protection from the Order powers, the National Grid rights sought in the application could render the project undeliverable.

At the present time, National Grid seeks overlapping compulsory powers with the project, with no agreement as to how these will be used in practice. There is nothing that would prevent National Grid from acquiring or extinguishing the project's rights in land, and nothing co-ordinating the use of temporary possession powers. The project does not consider that this is a reasonable position in which to leave this project, nor the affected landowners.

The project notes that National Grid has the benefit of protective provisions under the project's DCO, including protection from compulsory powers. It was always understood by the project that such protections would be reciprocal, and that the projects would work collaboratively to ensure that both could be delivered in a co-ordinated manner.

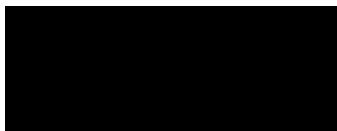
While the parties have been working to progress a side agreement and agreed protective provisions, it has not yet been possible to complete those. Without those in place, the project cannot demonstrate that it is deliverable as National Grid could, in accordance with the application as submitted, *inter alia*:

- extinguish the rights the project currently holds in land;
- prevent the project acquiring the land rights it needs;
- displace the project from occupation or temporary possession of land;
- prevent the construction of the joint bays and installation of link boxes;
- install landscape planting over the project's permanent access route to its substation, removing that access and leaving the project with no consented alternative; and
- install tree planting within the project's cable easement, which would pose a danger to the cables.

Without protection, National Grid's position, when taken together with the protections National Grid has from the project's powers, would create a ransom position in favour of National Grid. The project submits that this is not a proper outcome for compulsory powers to create against another NSIP.

The project submits that it is not acceptable for National Grid to adopt and maintain positions that threaten the deliverability of a consented NSIP which has been determined to be needed by the SoS. Protective provisions in the form enclosed with this submission are therefore necessary and justified.

Yours faithfully



Burges Salmon

Encs: Protective provisions for the benefit of Sheringham Shoal and Dudgeon Extensions ProjCo Limited

PROTECTIVE PROVISIONS

For the protection of Sheringham Shoal and Dudgeon Extensions Projco Limited

1.—(1) The provisions of this Part apply for the protection of Sheringham Shoal and Dudgeon Extensions Projco Limited (“SSDEPL”) unless otherwise agreed in writing between the undertaker and SSDEPL.

Interpretation

2. In this Part-

"acceptable credit provider" means a bank or financial institution with a credit rating that is not lower than:

- (a) "A-" if the rating is assigned by Standard & Poor's Ratings Group; and
- (b) "A3" if the rating is assigned by Moody's Investors Services Inc;

"acceptable insurance" means a policy of public liability/third party liability insurance effected and maintained by the Undertaker with insurance cover of not less than £50,000,000 (Fifty Million Pounds) per event for the construction period of the onshore infrastructure for the Project with an internationally recognised insurer of repute operating in the London and worldwide insurance market, such policy shall include (but without limitation):

- (a) relevant SSDEPL entities are named as an insured party under the Policy;
- (b) a cross liabilities clause applies; and
- (c) a waiver of subrogation in favour of relevant SSDEPL entities; and
- (d) contractors' pollution liability for third party property damage and third party bodily damage arising from a pollution/contamination event with cover of £10,000,000.00 (ten million pounds) per event or £20,000,000.00 (twenty million pounds) in aggregate;

"apparatus" means the cables, structures or other infrastructure in construction by, owned, occupied, operated or maintained by SSDEPL or its successor in title within the SSDE Order land;

"commence" in this Part of this Schedule shall include any site clearance, demolition, ecological mitigation, early planting of landscaping works, below ground surveys, monitoring, groundwork operations including pre-construction monitoring and remedial work in respect of any contamination or other adverse ground conditions, the diversion and laying of services, the erection of any temporary means of enclosure, the erection of welfare facilities, creation of site accesses and the temporary display of site notices or advertisements, the receipt and erection of construction plant and equipment, engineering investigations and surveys; archaeological investigations and monitoring, utilities protection works (including fencing and protection slabs) or set-up works for construction compounds and temporary laydown areas;

"eastern route option" means the eastern alignment of overhead cables line between pylons RG001 and RG007 which is described in the first row of table 2.1 of document 8.11 Approach to Scenarios (Clean)(Final Issue C) [**Drafting note:** this document is to become a certified document] forming part of Work No. 2 as described in Schedule 1 (Authorised Development) of this order:

"overlap area" means any land within the Order land that is also within the SSDE Order land;

"plans" includes sections, drawings, specifications, designs, design data, software, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of the SSDE Order land;

"proposed SSDE DCO Works" means any part of Work Nos. 12A, 12B, 12C, 15A, 15B, 15C, 16A, 16B, 16C, 17A, 17B, 17C, 18A, 18B, 19A, 19B, 20A, 20B, 22A and 22B described in the SSDE DCO and any associated development within the overlap area;

“Sheringham Shoal and Dudgeon Extensions Projco Limited” or “SSDEPL” is the company registered in England under company number and formerly named Scira Extension Limited and referred to as SEL in the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024

“Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order” or “SSDE DCO” means The Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024 including any subsequent amendments or variations to it;

“SSDE authorised project” means the authorised project as defined in the Sheringham Shoal and Dudgeon Offshore Wind Farm Order;

“SSDE cable corridor” means that part of the SSDE Order land within which Work Nos. 12A, 12B or 12C as described in the SSDE DCO are to be, are being or have been constructed;

“SSDE Order land” means Order land as defined in the SSDE DCO;

“specified works” means so much of any works or operations authorised by the Order (or authorised by any planning permission) as is-

(a) in, on, under, over or within 15 metres of the proposed SSDE DCO Works or any apparatus; or

(b) may in any way adversely affect any apparatus;

“temporary works” means so much of the specified works which are temporary works as set out within this Order; and

*“western route option” means the western alignment of overhead cables line between pylons RG001 and RG007 which is described in the first row of table 2.1 of document 8.11 Approach to Scenarios (Clean)(Final Issue C) [**Drafting note:** this document is to become a certified document] forming part of Work No. 2 as described in Schedule 1 (Authorised Development) of this order.*

(2) SSDEPL is the sole “undertaker” for the purposes of the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024 following a transfer of powers from Sheringham Shoal and Dudgeon Extensions Holdco Limited (formerly named Dudgeon Extensions Limited) to SSDEPL on 30 May 2025.

Application

3. The consent of SSDEPL under this Part is not required where the SSDE DCO has expired without the authorised development having been commenced pursuant to requirement 1 of Schedule 1 of the SSDE DCO.

4. Where conditions are included in any consent or approval granted by SSDEPL pursuant to this Part, the undertaker must comply with such conditions when implementing or relying on that consent or approval, unless the conditions are varied in writing by SSDEPL.

Land rights

5. The undertaker must not under the powers of this Order-

(a) acquire, extinguish, suspend, override or interfere with any rights that SSDEPL has in respect of any land or apparatus within the overlap area; or

(b) acquire land within the overlap area, or acquire any new rights, or impose restrictive covenants, or exercise any powers of temporary use, or within the overlap area without the consent of SSDEPL, which consent must not be unreasonably withheld or delayed, but which may be made subject to reasonable conditions.

Specified Works

6.—(1) Not less than 56 days before the commencement of any specified works, the undertaker must submit to SSDEPL a plan of the works to be executed.

(2) The plan to be submitted to SSDEPL under sub-paragraph (1) must include a method statement which describes-

- (a) the exact position of the works;
- (b) a programme of the works, including any proposed start dates and the anticipated duration of the works;
- (c) the level at which the specified works are proposed to be constructed or renewed;
- (d) the manner of their construction or renewal;
- (e) detailed drawings of the specified work;
- (f) details of any protective works.
- (g) any landscaping and/or ecological management plan for the specified works; and
- (h) any intended maintenance regimes

(3) Any specified works must be constructed in accordance with the plans approved in writing by SSDEPL.

(4) Any approval of SSDEPL sought under this paragraph may be made subject to such reasonable conditions as may be required for the protection or alteration of any apparatus or the proposed SSDE DCO Works, or for securing access to any apparatus or the proposed SSDE DCO Works, and may include reasonable amendments required by SSDEPL, but must not be unreasonably withheld or delayed, and if refused must be given with reasons for refusal.

(5) In relation to a work to which sub-paragraphs (1) and (2)(a) to (h) apply, SSDEPL may require such modifications to be made to the plans as are reasonably necessary for the purpose of securing the SSDE authorised project against interference, or risk of damage, or material delay to construction, or for the provision of protective works, or for the purpose of providing or securing proper and convenient means of access to any of the SSDE authorised project.

(6) Where SSDEPL require any protective works to be carried out either by themselves or by the undertaker (whether of a temporary or permanent nature), such protective works must be carried out to SSDEPL's reasonable satisfaction.

(7) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of any specified works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plans.

(8) The undertaker must give to SSDEPL not less than 28 days' written notice of its intention to commence the construction of the specified works and, not more than 14 days after completion of their construction, must give SSDEPL written notice of the completion.

(9) The undertaker is not required to comply with sub-paragraph 5(1) or sub-paragraph 6(1) in a case of emergency, but in that case it must give to SSDEPL notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with this paragraph 6 in so far as is reasonably practicable in the circumstances.

(10) The undertaker must, subject to compliance with all applicable health and safety requirements, at all reasonable times during construction of the specified works allow SSDEPL and its servants and agents access to the specified works and all reasonable facilities for inspection of the specified works.

Undertaker's covenants

7.—(1) Notwithstanding the provisions of paragraph 6, the undertaker must:

- (a) not use its powers under this Order nor undertake any of the authorised development to construct and operate the eastern route option, and to only construct and operate the western route option;
- (b) not prevent, unduly restrict, interfere with, or render inconvenient, SSDEPL's access to its substation, including but not limited to ensuring that the landscape and ecological

management plan in respect of the overlap area to be submitted to the relevant planning authority for approval pursuant to requirement 4 of Schedule 3 does not include planting or other landscaping and ecological works which conflict with the provision of the proposed SSDE DCO Works, in particular, any landscaping and ecological works being delivered by SSDEPL and the permanent access road to be delivered by SSDEPL in the overlap area as part of the proposed SSDE DCO Works;

- (c) not use its powers under this Order nor undertake any of the authorised development to construct pylon RG006 or any associated working area or ancillary development for that pylon within the SSDE cable corridor;
- (d) not locate, construct nor operate attenuation ponds for the authorised development within the overlap area;
- (e) not carry out tree planting within the SSDE cable corridor;
- (f) liaise with SSDE and agree, prior to the undertaker's haul roads (including associated drainage) within the overlap area being laid out, details of the design, method of and programme for laying out, and subsequent management of those haul roads such that neither parties' activities or works within the overlap area will be rendered undeliverable or materially more difficult or expensive to deliver.

(2) SSDEPL shall use reasonable endeavours to cooperate with the undertaker regarding the provisions of paragraph 7(1).

Temporary works

8.—(1) After the completion of the work for which any temporary works located within the overlap area was required, the undertaker must with all reasonable dispatch, or after a reasonable period of notice in writing from SSDEPL requiring the undertaker to do so, remove any temporary works from within the overlap area.

(2) If the undertaker fails to remove the temporary works from within the overlap area within a reasonable period following receipt of a notice pursuant to sub-paragraph (1), SSDEPL may remove the temporary works and may recover the reasonable costs of doing so from the undertaker.

Access

9.—(1) If in consequence of the exercise of the powers conferred by this Order access to any apparatus is obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable SSDEPL to maintain and operate the apparatus no less effectively than was possible before the obstruction.

(2) Subject to sub-paragraph 9(1), the undertaker must not exercise the powers conferred by this Order so as to prevent or interfere with access by SSDEPL to the SSDE DCO Works.

Cooperation

10.—(1) The undertaker must, before carrying out any works or operations pursuant to this Order, request up-to-date written confirmation from SSDEPL of the location of any apparatus.

(2) The undertaker and SSDEPL must each act in good faith and use reasonable endeavours to co-operate with, and provide assistance to, each other as may be required to avoid the risk of conflict arising and to give effect to the provisions of this Part including:

- (a) meet regularly from the making of this Order to discuss coordination;
- (b) providing a point of contact for continuing liaison and co-ordination throughout the construction and operation of the authorised development and the SSDE authorised project;
- (c) keeping the other party informed (respectively) of the programme of works for the authorised development and the SSDE authorised project; and
- (d) provide the other party with written notice at least 56 days prior to the commencement of activities within the overlap area.

Costs and Indemnity

11.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to SSDEPL, within 30 days of receipt of an itemised invoice or claim for the same, all charges, costs and expenses reasonably anticipated to be incurred within the following three months and /or which have been reasonably and properly incurred by SSDEPL in connection with SSDEPL's compliance with this Part of this Schedule, including but not limited to, in relation to the review and approval of plans, inspection of any specified works, or the alteration or protection of any apparatus.

(2) Subject to sub-paragraph (3), if by reason or in direct consequence of the construction, use, operation, maintenance, or failure of any specified works or in consequence of any act or default of the undertaker (or any person employed or authorised by it) in the course of carrying out such activities, any damage is caused to any apparatus or there is any interruption in any service provided, or in the supply of any goods, by SSDEPL, or SSDEPL becomes liable to pay any amount to any third party, the undertaker must—

- (a) bear and pay, on receipt of an itemised invoice or claim from SSDEPL, the cost reasonably and properly incurred by SSDEPL in making good such damage or restoring the service or supply; and
- (b) indemnify SSDEPL for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from SSDEPL, by reason or in consequence of any such damage or interruption or SSDEPL becoming liable to any third party as aforesaid, other than arising from any default of SSDEPL.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to

- (a) any damage or interruption to the extent that it is attributable to the act, neglect or default of SSDEPL, its officers, servants, contractors or agents; or
- (b) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.

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

(5) SSDEPL must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(6) SSDEPL must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph 10 applies and if requested to do so by the undertaker, SSDEPL shall provide an explanation of how the claim has been minimised.

(7) The undertaker shall only be liable under this paragraph 10 for claims reasonably incurred by SSDEPL.

Insurance

12.—(1) Subject to paragraph (2), from the date on which SSDEPL have given notice pursuant to paragraph 9(2)(d), the undertaker shall within 56 days provide acceptable insurance (and provided evidence that it shall maintain such Acceptable Insurance for the entire construction period of the works or activities within the overlap area from the proposed date of commencement of construction of that part of the Authorised Development) and SSDEPL has confirmed its acceptability to the undertaker in writing, such confirmation not to be unreasonably withheld or delayed PROVIDED THAT where the undertaker's contractor has provided the Acceptable Insurance the undertaker shall remain responsible for ensuring that the Acceptable Insurance is in place and maintained as required under the terms of this Deed.

(1) If at the date of service of the notice given by SSDEPL pursuant to paragraph 9(2)(d) the undertaker has already served their own notice pursuant to paragraph 9(2)(d) then the undertaker

shall not be required to comply with paragraph 11(1) but shall not commence any works or activities within the overlap area unless and until SSDEPL is satisfied acting reasonably that the undertaker has first provided acceptable insurance (and provided evidence that it shall maintain such acceptable insurance for the entire construction period of the works or activities within the overlap area from the proposed date of commencement of construction of that part of the authorised development) and SSDEPL has confirmed its acceptability to the undertaker in writing, such confirmation not to be unreasonably withheld or delayed PROVIDED THAT where the undertaker's contractor has provided the acceptable insurance the undertaker shall remain responsible for ensuring that the acceptable insurance is in place and maintained as required under the terms of this Part of this Schedule.

Arbitration

13. Save for differences or disputes arising under paragraph 6(1) and 7(1), any dispute arising between the undertaker and SSDEPL under this Part must be determined by arbitration under article 62 (arbitration).

Requirements

14. Insofar as the construction of the authorised project gives rise to the need to modify any plan or scheme secured by a requirement contained in Schedule 2 to SSDE DCO, the undertaker will provide such assistance as is reasonably necessary to support SSDEPL in pursuing any such modification.

Notices

15. Each notice and all other information required to be sent to SSDEPL under the terms of this Part must be sent to SSDEPL at its registered office and marked for the attention of SSDE DCO Project Manager.