

OUR REF S6530.18/CBW/CWI
4 August 2026

National Infrastructure Planning
Temple Quay House
2 The Square
Bristol
BS1 6PN

Dear Examining Authority

Norwich to Tilbury Project (the “Project”)

Application Ref: EN020027

**ScottishPower Renewables (UK) Limited, East Anglia THREE Limited and East Anglia ONE Limited’s
Deadline 8 Submission**

1. Introduction

- 1.1 We refer to the above Project and confirm we are instructed by ScottishPower Renewables (UK) Limited (“**SPR**”), East Anglia THREE Limited (“**EA3L**”) and East Anglia ONE Limited (“**EA1L**”) (together, the “**SPR Parties**”).
- 1.2 SPR is one of the parent companies of EA3L and EA1L, who have the benefit of the East Anglia THREE Offshore Wind Farm Order 2017 (“**EA3**”) and the East Anglia ONE Offshore Wind Farm Order 2014 (“**EA1**”) respectively.
- 1.3 This submission provides an update on negotiations regarding a bespoke protective provisions agreement, comments on National Grid Electricity Transmission’s (the “**Applicant**”) Deadline 7 submissions and the SPR Parties’ closing submissions.

2. Draft Protective Provisions

- 2.1 The SPR Parties submitted their separate preferred forms of protective provisions at Deadline 7 (Appendix 1 of [REP7-569]). As noted in our Deadline 7 submission, comments on these were received from the Applicant not long before Deadline 7 and therefore a detailed review of the Applicant’s amendments was not able to be carried out before Deadline 7. We have since reviewed the Applicant’s version of the protective provisions and have been able to agree a wide number of points. The SPR Parties’ updated preferred protective provisions are appended hereto at Appendix 1. The issues which remain outstanding between the SPR Parties and the Applicant are set out below:

EA3L’s Protective Provisions

2.1.1 Acquisition of land –

- (i) Acquisition of land interests and rights, as well as taking temporary possession of land, held by EA3L should be included in the restriction on the Applicant to only exercise these rights in agreement with EA3L. EA3L is the developer and owner of EA3, a critical national infrastructure project whose rights and interests to operate, maintain and repair EA3 should not be overridden nor interfered with by the Applicant other than by agreement with EA3L.



- (ii) Additionally, EA3L's version of the protective provisions contain an obligation on the Applicant to enter into deeds of consent and/or variations and procure or secure the consent and entering into of such deeds and variations by third parties (where applicable) if any part of the authorised development will cause conflict with or breach any easement or other such land interest of EA3L.

The drafting requested by EA3L on both of these points is drafting required by the Applicant on protective provisions to be granted to them by other Nationally Significant Infrastructure Projects ("**NSIPs**"). This therefore should not be controversial to the Applicant as it is wording they require from other projects to protect their own interests and rights.

- 2.1.2 Interface Agreement – An "all reasonable endeavours" obligation the Applicant is proposing is not strong enough to ensure this is entered into. The parties have a good working relationship; they are at an advanced stage of negotiations on the heads of terms for the interface agreement and EA3L remain confident agreement will be reached on an interface agreement. As such, EA3L has focused on the heads of terms and only sought limited protective provisions to afford protection in the interim until an interface agreement is entered into, they do not afford the full protection EA3L would require should an interface agreement not be entered into. It is therefore vital that there is an absolute requirement for the Applicant and EA3L to agree and enter into an interface agreement before the Applicant can commence any stage of the authorised development within 15m of the fenced area round the EA3 substation.
- 2.1.3 Retained apparatus protection – This wording is largely as per the Applicants' version of the protective provisions save for some amendments to bring them in line with standard retained apparatus protection wording that the Applicant requires in its own protective provisions granted to them by other NSIPs. This therefore should not be controversial to the Applicant as it is wording they require from other projects to protect their own interests and rights.
- 2.1.4 Removal of apparatus – This wording has been included by EA3L to strengthen and compliment the wording under the retained apparatus protection provisions in circumstances where EA3L's apparatus is to be removed. It affords EA3L additional protection by requiring that the alternative apparatus to be constructed and operational before the apparatus it is replacing can be removed, as well as setting out in more detail how the location of the alternative apparatus is to be agreed, as well as the required facilities and rights afforded to EA3L for the construction, use, maintenance and protection of any alternative apparatus. As with EA3L's other amendments above, this drafting is drafting required by the Applicant on protective provisions to be granted to them by other NSIPs. This therefore should not be controversial to the Applicant as it is wording they require from other projects to protect their own interests and rights.
- 2.1.5 Facilities and rights for alternative apparatus – These provisions require that any facilities and rights mentioned above are to be no less favourable to EA3L than those enjoyed by EA3L in respect of the apparatus to be removed unless otherwise agreed by EA3L. Again, this drafting is drafting required by the Applicant on protective provisions to be granted to them by other NSIPs. This therefore should not be controversial to the Applicant as it is wording they require from other projects to protect their own interests and rights.
- 2.1.6 Access – EA3L submit that this should be an "all best endeavours" obligation on the Applicant to maintain access along Bullen Lane, rather than a "best endeavours" obligation. As mentioned in previous submissions and in paragraph 4.3 below, Bullen Lane is the only means of access to the EA1 and EA3 apparatus and is therefore a critical means of access for fire and safety reasons, as well as maintenance of EA1 and EA3 apparatus. A strong obligation on the Applicant to do everything it can to ensure access is maintained should therefore be included in the protective provisions.
- 2.1.7 Expenses – This wording has been strengthened by EA3L to include expenses anticipated by EA3L and expenses in connection with the replaying or replacing or any apparatus, as well as construction of alternative apparatus. Examples (non-exhaustive) of such expenses are then given. As with other provisions, this drafting is drafting required by the Applicant on

protective provisions to be granted to them by other NSIPs. This therefore should not be controversial to the Applicant as it is wording they require from other projects to protect their own interests and rights.

- 2.1.8 Indemnity – Given the removal of apparatus is now included in the protective provisions, an indemnity from the Applicant to EA3L should be included in the protective provisions. The drafting used is drafting required by the Applicant on protective provisions to be granted to them by other NSIPs. This therefore should not be controversial to the Applicant as it is wording they require from other projects to protect their own interests and rights.
- 2.1.9 Notices – A notices provision has been included for completeness, so it is clear where plans required to be served on EA3L under the protective provisions are to be sent by the Applicant to EA3L.

EA1L's Protective Provisions

- 2.1.10 The Applicant's version of the protective provisions for EA1L includes provisions relating to transmission assets that have been transferred to an Offshore Transmission Owner, TC East Anglia One OFTO Limited. EA1L continues to own a small section of transmission assets located within the EA1 substation compound, along with the EA1 generation assets which are wholly dependent on the operation and function of the wider EA1 substation. As such, protective provisions in favour of EA1L for the EA1 landscaping, SuDS pond and underground cable are not required.
- 2.1.11 Since Deadline 7, it has been agreed between the Applicant and EA1L that an absolute ban on the Applicant exercising compulsory purchase powers and/or powers of temporary possession over the part of plot B-20/195 which is inside of the EA1 substation perimeter fence and within 2m outside of it will apply. This has been inserted as it was not possible for the Applicant to reclassify that area of land as Class 8 land at this stage of the Examination.
- 2.1.12 The outstanding issues mentioned in paragraphs 2.1.1 to 2.1.9 also apply to the EA1L protective provisions.

SPR's Protective Provisions

- 2.1.13 The Applicant's version of protective provisions for SPR includes provisions relating to apparatus and access. SPR do not own any apparatus in or near the Bramford Substation area and therefore these protective provisions regarding access and apparatus, including wording in the expenses provisions relating to removed apparatus, are not required for SPR.
- 2.1.14 Interface agreement - An absolute requirement for the Applicant and SPR to agree and enter into an interface agreement before the Applicant can commence any stage of the authorised development upon land owned by SPR is vital for SPR. SPR is the freehold owner of the land upon which two critical national infrastructure projects are situated, as well as a parent company of EA1L and EA3L. For the reasons mentioned in paragraph 2.1.2 above, an obligation to enter into an interface agreement should the Project be consented is imperative.
- 2.1.15 Acquisition of land –
- (i) Acquisition of land interests and rights, as well as taking temporary possession of land, held by SPR should be included in the restriction on the Applicant to only exercise these rights in agreement with SPR. SPR is the freehold owner of the land upon which two critical national infrastructure projects are situated, the rights and interests to operate, maintain and repair these should not be overridden nor interfered with by the Applicant other than by agreement.
 - (ii) Additionally, SPR's version of the protective provisions contain an obligation on the Applicant to enter into deeds of consent and/or variations and procure or secure the consent and entering into of such deeds and variations by third parties (where applicable) if any part of the authorised development will cause conflict with or breach any easement or other such land interest of SPR.

The drafting requested by SPR on both of these points is drafting required by the Applicant on protective provisions to be granted to them by other NSIPs. This therefore should not be controversial to the Applicant as it is wording they require from other projects to protect their own interests and rights.

3. Comments on Deadline 7 Submissions

Land Plans – Section B – [REP7-007]

- 3.1 We are grateful to the Applicant for reclassifying plot B-20/199 to Class 8 land in both the Land Plans and the Book of Reference [REP7-079].
- 3.2 We note that despite previous requests, plot B-20/180 is still designated as Class 1 (brown) land on the Land Plans, despite the Applicant confirming that this plot is designated as Class 7 (yellow) land. The SPR Parties have requested that the Applicant includes an insert on the Land Plans showing this land as yellow.

Book of Reference – [REP7-079]

- 3.3 We note that at Deadline 7 the Applicant has removed SPR from the Book of Reference as a freehold landowner for Plot B-20/185. SPR do not agree with this deletion. The SPR Parties have previously provided the Applicant with an overlay plan of the Shapefiles for the SPR title and the DCO Order land, which demonstrates that this plot lies directly on the boundary between SPR's Plot B-20/183 and Plots B-20/176 owned by Joseph and Tom Blundell.
- 3.4 We note that the freehold owner of Plots B-20/211 and B-20/212 is listed in the Book of Reference as being 'unknown'. SPR owns Plot B-20/214 immediately adjacent to the north of these Plots, and Plot B-20/213, immediately adjacent to the south of these Plots is owned by the Applicant. SPR does not believe there is a gap between the two areas of ownership, and considers the Applicant should carry out further investigation to identify whether Plots B-20/211 and B-20/212 are owned by SPR or by the Applicant.

Application under Section 127 Planning Act 2008 – [REP7-524] (EA3L), [REP7-530] (EA1L) and [REP7-531] (SPR)

- 3.5 We note that an application under section 127 of the Planning Act 2008 ("s127") has been submitted for SPR ([REP7-531]). It was previously agreed with the Applicant's solicitor that SPR are not a statutory undertaker under s127 for the purposes of the Project as they do not have generating assets within the area, which is reflected in the Applicant's comments on the SPR Parties' Deadline 6 submission ([REP7-481]). We have therefore not commented further on this submission.
- 3.6 In relation to the application under s127 for EA3L ([REP7-524]), the Applicant has stated that the Project will result in the removal, and subsequent replacement, of EA3 landscaping. EA3L has reviewed the Trees and Hedgerows to be Removed and or Managed Plans - Section B ([REP7-050]) and can confirm that the Project will not result in the removal of any EA3 landscaping based on these plans. EA3L have previously discussed EA3 landscaping with the Applicant and provided it with plans showing the extent of EA3's landscaping. We also note that the Applicant has said that the retained apparatus wording in the Applicant's version of the protective provisions protects the EA3 underground cable that is to be installed. For the reasons already set out in section 2 above, the Applicant's version of the protective provisions for EA3L do not afford EA3L with full protection. Provisions are required to provide EA3L with further protection regarding the removal of apparatus and alternative apparatus. As noted above, these are provisions the Applicant seeks in their own bespoke protective provisions in other project development consent orders in order to protect their own apparatus, so should not be controversial.
- 3.7 Regarding the application under s127 for EA1L ([REP7-530]), the Applicant has included interactions with apparatus now owned and controlled by TC East Anglia One OFTO Limited, such as the EA1 landscaping, the EA1 SuDS pond and the EA1 underground cable. The interactions between EA1L and the Project relate solely to access, compulsory acquisition powers over land within which EA1L has rights and interests and protection of the generation assets situated with the EA1 substation compound.
- 3.8 In a footnote under Table 1.2.2 of the application under s127 for EA1L and Table 1.2 of the application under s127 for EA3L, the Applicant states that EA1L and EA3L have recently informed the Applicant

that they do not have a land interest in Plot B-20/185. This appears to be a misunderstanding on the part of the Applicant, and this is not the SPR Parties' understanding of the position in relation to this Plot. It is also noted that the Tables do not clearly set out the interests held by EA1L and EA3L directly, as opposed to interests held by ScottishPower Renewables (UK) Limited, as set out in the Book of Reference.

Statutory Undertaker Tracker – [REP7-484]

- 3.9 Table 2.6 sets out the outstanding issues between the Applicant and SPR. As mentioned in paragraph 2.1.13 above, SPR do not own any apparatus within the Project's Order limits. Therefore, the only outstanding issue between the Applicant and SPR relates to the acquisition of land and the interface agreement. SPR's position on this is set out in 2.1.14 and 2.1.15 above. We have commented on the protective provisions and outstanding issues in section 2 above.
- 3.10 Table 2.7 refers to Table 2.6 noting that the same issues are outstanding with SPR and EA3L. As noted above, this is not the case, and a new table should be prepared for EA3L. We have commented on the protective provisions and outstanding issues in section 2 above.
- 3.11 Table 2.8 refers to Table 2.6 noting that the same issues are outstanding with SPR and EA1L. As noted above, this is not the case, and a new table should be prepared for EA1L. As mentioned in paragraph 2.1.10 above, EA1L has transferred its interest in the EA1 underground cable, landscaping and SuDS pond to TC East Anglia One OFTO Limited; therefore, these points are not outstanding between EA1L and the Applicant. We have commented on the protective provisions and outstanding issues in section 2 above.

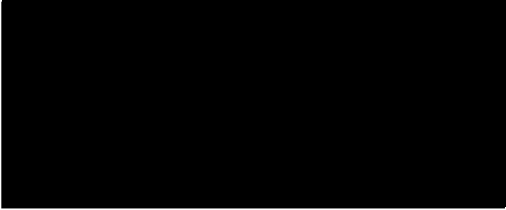
Report on Interrelationship with Other Infrastructure Projects – [REP7-477]

- 3.12 We welcome the amendments to the Report on Interrelationship with Other Infrastructure Projects to include EA3 (with references to EA1) within the Other Nationally Significant Infrastructure Projects section (section 3.2). We note however that the promoter for EA3 is EA3L, not SPR as stated.

4. Closing Submissions

- 4.1 The SPR Parties have made submissions at Deadlines 1, 3, 4, 5, 5A, 6 and 7 ([REP1-230], [REP3-139], [REP4-372], [REP5-267], [REP6-162] and [REP7-569]).
- 4.2 The Applicant is seeking rights of compulsory acquisition and temporary possession over plots which SPR own and EA1L and EA3L have the benefit of rights under/over in order to operate, maintain and repair EA1 and EA3 respectively. EA1 and EA3 are both critical national infrastructure projects with substations and apparatus within the vicinity of the Applicant's Bramford Substation. EA1 is operational and EA1L has transferred the transmission assets to TC East Anglia One OFTO Limited, whilst retaining the generation assets, some of which are situated within the EA1 substation compound. EA3 is currently under construction which is due to complete in 2026/27. EA3 will be obligated to transfer the transmission assets to an Offshore Transmission Owner in the near future, with EA3L retaining the generation assets. It is vital for both EA1 and EA3 that their rights and land interests are not overridden or interfered with without agreement with EA1L and EA3L respectively.
- 4.3 There is only one access road leading to the EA1 substation and the EA3 substation, landscaping and SuDS pond – Bullen Lane. Therefore, maintaining access over Bullen Lane at all times is imperative for EA1 and EA3. The Order contains extensive compulsory acquisition of land and rights powers over Bullen Lane, as well as powers for the Applicant to carry out works to widen Bullen Lane, parts of which are public highway. The SPR Parties are happy with this in principle as long as they are afforded adequate protection to ensure access is maintained at all times during construction and operation. Such protection is being sought by EA3L and EA1L in their protective provisions and the Applicant has committed to provide access at all times within the interface agreement currently under negotiation, although not yet agreed and finalised.
- 4.4 Access to the EA3 SuDS pond is also essential to ensure this can be maintained to avoid an increased flood risk in the area.
- 4.5 The SPR Parties and the Applicant are continuing to work together to agree an interface agreement and the SPR Parties are confident that this will be achieved. However, in the interim the SPR Parties

require the protection of bespoke protective provisions in the forms appended at Appendix 1 hereto for the reasons set out in section 2 above.



For and on behalf of Shepherd and Wedderburn LLP

Appendix 1
Updated Draft Protective Provisions

SCHEDULE 16

PROTECTIVE PROVISIONS

PART [X]

FOR THE PROTECTION OF EAST ANGLIA THREE LIMITED

Application

1. For the Protection of the statutory undertaker the following provisions have effect unless otherwise agreed in writing between the undertaker and the statutory undertaker.

Interpretation

2. In this Part of this Schedule –

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of the statutory undertaker to enable the statutory undertaker to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means any apparatus including the statutory undertaker’s underground cables installed or to be installed beneath the access road running from Bullen Lane to the EA3 substation, the SuDS Pond, above ground installations, or other apparatus belonging to or maintained by the statutory undertaker for the purposes of the statutory undertaker’s undertaking together with any replacement apparatus;

“authorised development” has the same meaning as is given to the term in article 2 (interpretation) of this Order and includes any associated development authorised by the Order;

“EA3” means the East Anglia THREE Offshore Windfarm as authorised by the East Anglia THREE Offshore Wind Farm Order 2017;

“statutory undertaker” means, in relation to any particular provision of these protective provisions and any part of the authorised development to which the provision relates, East Anglia THREE Limited or any other such party who from time to time has the benefit of, or part of, the East Anglia THREE Offshore Wind Farm Order 2017 insofar as that provision relates to works, assets, rights or statutory powers the benefit of which has been validly transferred to that transferee at the relevant time;

“SuDS Pond” means the sustainable drainage system pond in respect of EA3 and East Anglia ONE Offshore Windfarm as authorised by the East Anglia ONE Offshore Wind Farm Order 2014.

Acquisition of land

3.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not exercise the powers under the Order in such a way as to extinguish the statutory undertaker’s existing access rights along Bullen Lane and the access road to the EA3 substation without any simultaneous regrant of the same rights or otherwise put the statutory undertaker back into the substantially same position in respect of its existing land rights to access along Bullen Lane and the access road to the EA3 substation.

(2) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not exercise the powers under the Order in such a way as to extinguish the statutory undertaker’s existing land rights related to the apparatus without any simultaneous regrant of the same rights or otherwise put the statutory undertaker back into the substantially same position in respect of its existing land rights to the apparatus.

(3) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not acquire any land interest or apparatus or rights or take temporary possession of land held by the statutory undertaker otherwise than by agreement.

(4) As a condition of agreement between the parties in sub-paragraph (3), prior to the commencement of any part of the authorised development (or in such other timeframe as may be agreed between the statutory undertaker and the undertaker) that will cause any conflict with or breach the terms of any easement or other land interest of the statutory undertaker or affects the provisions of any enactment or agreement regulating the relations between the statutory undertaker and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as the statutory undertaker reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between the statutory undertaker and the undertaker acting reasonably and which must be no less favourable on the whole to the statutory undertaker unless otherwise agreed by the statutory undertaker, and it will be the responsibility of the undertaker to procure or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

Interface Agreement

4. No stage of the authorised development within 15m of either the fenced area round the EA3 substation or the 400kV underground cable connecting the EA3 substation to the National Grid substation may commence until an Interface Agreement has been agreed and entered into between the undertaker and the statutory undertaker which outlines how any potential interfaces between the authorised development and EA3 will be managed.

Retained apparatus protection

5.—(1) No stage of the authorised development within 15m of either the fenced area round the EA3 substation or the 400kV underground cable connecting the EA3 substation to the National Grid substation may commence until the undertaker has submitted to the statutory undertaker a plan of the proposed works and the undertaker must give 56 days' notice of such works from the date of submission of a plan pursuant to this paragraph (except in an emergency).

(2) The plan to be submitted to the statutory undertaker under sub-paragraph (1) must include a method statement and describe:

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant etc.;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
- (f) any intended maintenance regimes; and
- (g) an assessment of risks of rise of earth issues

(3) The undertaker must not commence any works to which sub-paragraphs (1) and (2) apply until the statutory undertaker has given written approval of the plan so submitted.

(4) Any approval of the statutory undertaker required under sub-paragraph (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub paragraphs (5) or (7); and,
- (b) must not be unreasonably withheld or delayed.

(5) In relation to any work to which sub-paragraphs (1) and/or (2) apply, the statutory undertaker may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) and (2) or as relevant sub-paragraph (4), as approved or as amended from time to time by agreement between the undertaker and the statutory undertaker and in accordance with all conditions imposed under sub-paragraph (4)(a) or (7) by the statutory undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the statutory undertaker will be entitled to watch and inspect the execution of those works.

(7) Where the statutory undertaker requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to the statutory undertaker's satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required prior to commencement and the undertaker must give 56 days' notice of such works from the date of submission of a plan pursuant to this paragraph (except in an emergency).

(8) If the statutory undertaker in accordance with sub-paragraphs (5) or (7) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 4, 6 and 7 apply as if the removal of the apparatus had been required by the undertaker under paragraph 8(2).

(9) 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 such works as are referred to in this Part of this Schedule, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(10) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to the statutory undertaker notice as soon as is reasonably practicable and a plan of those works and must comply with the conditions imposed under sub-paragraphs (5), (6) and (7) insofar as is reasonably practicable in the circumstances.

Removal of apparatus

6.—(1) If, in the exercise of the agreement reached in accordance with paragraph 3 or in any other authorised manner, the undertaker acquires any interest in or possesses temporarily any land which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of the statutory undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the statutory undertaker in accordance with sub-paragraph (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under, or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give the statutory undertaker advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order the statutory undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the statutory undertaker to its satisfaction (taking into account paragraph 7(1) below) the necessary facilities and rights-

- (a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the statutory undertaker must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner in such line or situation as may be agreed between the statutory undertaker and the undertaker.

(5) The statutory undertaker must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the grant to the statutory undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without necessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

7.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for the statutory undertaker facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and the statutory undertaker and must be no less favourable on the whole to the statutory undertaker than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by the statutory undertaker.

(2) If the facilities and rights to be afforded by the undertaker and agreed with the statutory undertaker under paragraph 7(1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to the statutory undertaker than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject in the matter will be referred to arbitration in accordance with paragraph 11 (Arbitration) of this Part of this Schedule and the arbitrator shall make such provision for the payment of compensation by the undertaker to the statutory undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case,

Access

8.—(1) The undertaker is to use all best endeavours to ensure that the statutory undertaker's access along Bullen Lane and the access road to the EA3 substation is maintained by the undertaker throughout the construction and operation of the authorised development in accordance with the statutory undertaker's existing land rights at all times.

(2) The undertaker is to use all best endeavours to ensure that the statutory undertaker's access to the SuDS Pond from the EA3 substation and the access road is maintained by the undertaker throughout the construction and operation of the authorised development in accordance with their existing land rights at all times.

(3) Without prejudice to the generality of any other protection afforded to the statutory undertaker elsewhere in the Order, where Bullen Lane is to be temporarily closed under article 14 (streets subject to alteration of layout) or article 16 (streets to be temporarily closed for which no diversion is to be provided), the statutory undertaker will be at liberty at all times to take all necessary access across Bullen Lane.

Expenses

9.

(1) Subject to the following provisions of this paragraph, the undertaker must pay to the statutory undertaker on demand all charges, costs and expenses reasonably anticipated or incurred by the statutory undertaker in, or in connection with the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any such works as are referred to in this Part of this Schedule including without limitation-

- (i) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
- (ii) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;

- (iii) the approval of plans;
- (iv) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (v) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There must be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of any new or alternative apparatus that value being calculated after removal by the undertaker (who will provide reasonable evidence of such value).

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 62 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the statutory undertaker by virtue of sub-paragraph (1) must be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)-

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

Indemnity

10.—(1) Subject to paragraphs (2) and (3), and save as otherwise agreed in writing between the undertaker and the statutory undertaker, if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitations works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any of the statutory undertaker's apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised development), or property of the statutory undertaker, or there is any interruption in any service provided, or in the supply of any goods, by the statutory undertaker, or the statutory undertaker becomes liable to pay any amount to any third party, the undertaker must –

- (a) bear and pay on demand the cost reasonably incurred by the statutory undertaker in making good such damage or restoring such services; and

- (b) indemnify the statutory undertaker for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from the statutory undertaker, by reason or in consequence of any such damage or interruption or the statutory undertaker becoming liable to any third party as aforesaid other than arising from any default of the statutory undertaker.

(2) The fact that any act or thing may have been done by the statutory undertaker on behalf of the undertaker or in accordance with a plan approved by the statutory undertaker or in accordance with any requirement of the statutory undertaker or under its supervision does not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of sub-paragraph (1) unless the statutory undertaker fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of any damage or interruption to the extent that it is attributable to the neglect or default of the statutory undertaker, its officers, servants, contractors or agents.

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

Arbitration

11.

Any difference or dispute arising between the undertaker and the statutory undertaker under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and the statutory undertaker, be determined by being referred to and settled by a single arbitrator to be agreed between the parties, or failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the President of the Institute of Civil Engineers and in settling any difference or dispute, the arbitrator must have regard to the requirements of the statutory undertaker for ensuring the safe, economic and efficient operation of the statutory undertaker's apparatus.

Notices

12.

The plans submitted to the statutory undertaker by the undertaker pursuant to paragraph 5(1) must be sent to the statutory undertaker at eastangliathree@scottishpower.com or such other address as the statutory undertaker may from time to time appoint instead for that purpose and notify to the undertaker in writing.

SCHEDULE 16

PROTECTIVE PROVISIONS

PART [X]

FOR THE PROTECTION OF EAST ANGLIA ONE LIMITED

Application

1. For the Protection of the statutory undertaker the following provisions have effect unless otherwise agreed in writing between the undertaker and the statutory undertaker.

Interpretation

2. In this Part of this Schedule –

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of the statutory undertaker to enable the statutory undertaker to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means any generation apparatus including above ground installations, or other apparatus belonging to or maintained by the statutory undertaker for the purposes of the statutory undertaker’s undertaking together with any replacement apparatus;

“authorised development” has the same meaning as is given to the term in article 2 (interpretation) of this Order and includes any associated development authorised by the Order;

“EA1” means the East Anglia ONE Offshore Windfarm as authorised by the East Anglia ONE Offshore Wind Farm Order 2014.

“statutory undertaker” means, in relation to any particular provision of these protective provisions and any part of the authorised development to which the provision relates, East Anglia ONE Limited or any other such party who from time to time has the benefit of, or part of, the East Anglia ONE Offshore Wind Farm Order 2014 insofar as that provision relates to works, assets, rights or statutory powers the benefit of which has been validly transferred to that transferee at the relevant time, excluding TC East Anglia One OFTO Limited.

Acquisition of land

3.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not exercise the powers under the Order in such a way as to extinguish the statutory undertaker’s existing access rights along Bullen Lane and the access road to the EA1 substation without any simultaneous regrant of the same rights or otherwise put the statutory undertaker back into the substantially same position in respect of its existing land rights to access along Bullen Lane and the access road to the EA1 substation.

(2) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not exercise the powers under the Order in such a way as to extinguish the statutory undertaker’s existing land rights related to the apparatus without any simultaneous regrant of the same rights or otherwise put the statutory undertaker back into the substantially same position in respect of its existing land rights to the apparatus.

(3) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not acquire any land interest or apparatus or rights or take temporary possession of land held by the statutory undertaker otherwise than by agreement.

(4) As a condition of agreement between the parties in sub-paragraph (3), prior to the commencement of any part of the authorised development (or in such other timeframe as may be agreed between the statutory undertaker and the undertaker) that will cause any conflict with or breach the terms of any easement or other land interest of the statutory undertaker or affects the provisions

of any enactment or agreement regulating the relations between the statutory undertaker and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as the statutory undertaker reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between the statutory undertaker and the undertaker acting reasonably and which must be no less favourable on the whole to the statutory undertaker unless otherwise agreed by the statutory undertaker, and it will be the responsibility of the undertaker to procure or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(5) Regardless of anything shown on the land plans or contained in the book of reference to the Order in respect of plot B-20/195, the undertaker must not exercise any of its compulsory and/or temporary possession powers on land held by ScottishPower Renewables (UK) Limited within 2 metres of the area of the plot bounded by the security perimeter fence of the EA1 substation.

Interface Agreement

4. No stage of the authorised development within 15m of the fenced area round the EA1 substation may commence until an Interface Agreement has been agreed and entered into between the undertaker and the statutory undertaker which outlines how any potential interfaces between the authorised development and EA1 will be managed.

Retained apparatus protection

5.—(1) No stage of the authorised development within 15m of either the fenced area round the EA1 substation may commence until the undertaker has submitted to the statutory undertaker a plan of the proposed works and the undertaker must give 56 days' notice of such works from the date of submission of a plan pursuant to this paragraph (except in an emergency).

(2) The plan to be submitted to the statutory undertaker under sub-paragraph (1) must include a method statement and describe:

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant etc.;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
- (f) any intended maintenance regimes; and
- (g) an assessment of risks of rise of earth issues.

(3) The undertaker must not commence any works to which sub-paragraphs (1) and (2) apply until the statutory undertaker has given written approval of the plan so submitted.

(4) Any approval of the statutory undertaker required under sub-paragraph (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub paragraphs (5) or (7); and,
- (b) must not be unreasonably withheld or delayed.

(5) In relation to any work to which sub-paragraphs (1) and/or (2) apply, the statutory undertaker may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) and (2) or as relevant sub-paragraph (4), as approved or as amended from time to time by agreement between the undertaker and the statutory undertaker and in accordance with all conditions imposed under sub-paragraph (4)(a) or (7) by the statutory undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the statutory undertaker will be entitled to watch and inspect the execution of those works.

(7) Where the statutory undertaker requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to the statutory undertaker's satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required prior to commencement and the undertaker must give 56 days' notice of such works from the date of submission of a plan pursuant to this paragraph (except in an emergency).

(8) If the statutory undertaker in accordance with sub-paragraphs (5) or (7) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 4, 6 and 7 apply as if the removal of the apparatus had been required by the undertaker under paragraph 8(2).

(9) 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 such works as are referred to in this Part of this Schedule, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(10) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to the statutory undertaker notice as soon as is reasonably practicable and a plan of those works and must comply with the conditions imposed under sub-paragraphs (5), (6) and (7) insofar as is reasonably practicable in the circumstances.

Removal of apparatus

6.—(1) If, in the exercise of the agreement reached in accordance with paragraph 3 or in any other authorised manner, the undertaker acquires any interest in or possesses temporarily any land which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of the statutory undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the statutory undertaker in accordance with sub-paragraph (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under, or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give the statutory undertaker advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order the statutory undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the statutory undertaker to its satisfaction (taking into account paragraph 7(1) below) the necessary facilities and rights-

(a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and

(b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the statutory undertaker must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner in such line or situation as may be agreed between the statutory undertaker and the undertaker.

(5) The statutory undertaker must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the grant to the statutory undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without necessary delay to construct and bring

into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

7.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for the statutory undertaker facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and the statutory undertaker and must be no less favourable on the whole to the statutory undertaker than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by the statutory undertaker.

(2) If the facilities and rights to be afforded by the undertaker and agreed with the statutory undertaker under paragraph 7(1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to the statutory undertaker than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject in the matter will be referred to arbitration in accordance with paragraph 11 (Arbitration) of this Part of this Schedule and the arbitrator shall make such provision for the payment of compensation by the undertaker to the statutory undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case,

Access

8.—(1) The undertaker is to use best endeavours to ensure that the statutory undertaker's access along Bullen Lane and the access road to the EA1 substation is maintained by the undertaker throughout the construction and operation of the authorised development in accordance with the statutory undertaker's existing land rights at all times.

(2) Without prejudice to the generality of any other protection afforded to the statutory undertaker elsewhere in the Order, where Bullen Lane is to be temporarily closed under article 14 (streets subject to alteration of layout) or article 16 (streets to be temporarily closed for which no diversion is to be provided), the statutory undertaker will be at liberty at all times to take all necessary access across Bullen Lane.

Expenses

9.

(1) Subject to the following provisions of this paragraph, the undertaker must pay to the statutory undertaker on demand all charges, costs and expenses reasonably anticipated or incurred by the statutory undertaker in, or in connection with the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any such works as are referred to in this Part of this Schedule including without limitation-

- (i) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
- (ii) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (iii) the approval of plans;
- (iv) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works; and
- (v) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There must be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part

of any new or alternative apparatus that value being calculated after removal by the undertaker (who will provide reasonable evidence of such value).

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated, and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 62 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the statutory undertaker by virtue of sub-paragraph (1) must be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus: and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

Indemnity

10.—(1) Subject to paragraphs (2) and (3), and save as otherwise agreed in writing between the undertaker and the statutory undertaker, if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitations works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any of the statutory undertaker's apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised development), or property of the statutory undertaker, or there is any interruption in any service provided, or in the supply of any goods, by the statutory undertaker, or the statutory undertaker becomes liable to pay any amount to any third party, the undertaker must –

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

(2) The fact that any act or thing may have been done by the statutory undertaker on behalf of the undertaker or in accordance with a plan approved by the statutory undertaker or in accordance with any requirement of the statutory undertaker or under its supervision does not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of sub-paragraph (1) unless the statutory undertaker fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of any damage or interruption to the extent that it is attributable to the neglect or default of the statutory undertaker, its officers, servants, contractors or agents.

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

Arbitration

11.

Any difference or dispute arising between the undertaker and the statutory undertaker under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and the statutory undertaker, be determined by being referred to and settled by a single arbitrator to be agreed between the parties, or failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the President of the Institute of Civil Engineers and in settling any difference or dispute, the arbitrator must have regard to the requirements of the statutory undertaker for ensuring the safe, economic and efficient operation of the statutory undertaker's apparatus.

Notices

12.

The plans submitted to the statutory undertaker by the undertaker pursuant to paragraph 5(1) must be sent to the statutory undertaker at eastangliaone@scottishpower.com or such other address as the statutory undertaker may from time to time appoint instead for that purpose and notify to the undertaker in writing.

SCHEDULE 16

PROTECTIVE PROVISIONS

PART [X]

FOR THE PROTECTION OF SCOTTISHPOWER RENEWABLES (UK) LIMITED

Application

1.—(1) For the protection of ScottishPower Renewables (UK) Limited, the following provisions have effect unless otherwise agreed in writing between the undertaker and ScottishPower Renewables (UK) Limited.

(2) Subject to sub-paragraph 1(3) and to the extent otherwise agreed in writing between the undertaker and ScottishPower Renewables (UK) Limited, where the benefit of this Order is transferred or granted to another person under article 7 (Consent to transfer benefit of Order) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between ScottishPower Renewables (UK) Limited and the transferee or grantee (as the case may be).

(3) This provision 1 does not apply to:

- (a) any transfer or grant in respect of which the consent of the Secretary of State is not required by virtue of article 7(6) of the Order; or
- (b) any transfer or grant to Openreach (as defined in the Order) in respect of which the consent of the Secretary of State is not required by virtue of article 7(7) of the Order.

Interpretation

2. In this Part of this Schedule –

“EA1” means the East Anglia ONE Offshore Windfarm as authorised by the East Anglia ONE Offshore Wind Farm Order 2014.

“EA3” means the East Anglia THREE Offshore Windfarm as authorised by the East Anglia THREE Offshore Wind Farm Order 2017.

Acquisition of land

3.—

(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not acquire any land interest or rights or take temporary possession of land held by ScottishPower Renewables (UK) Limited’s otherwise than by agreement.

(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the commencement of any part of the authorised development (or in such other timeframe as may be agreed between ScottishPower Renewables (UK) Limited and the undertaker) that will cause any conflict with or breach the terms of any easement or other land interest of ScottishPower Renewables (UK) Limited or affects the provisions of any enactment or agreement regulating the relations between ScottishPower Renewables (UK) Limited and the undertaker, the undertaker must as ScottishPower Renewables (UK) Limited reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between ScottishPower Renewables (UK) Limited and the undertaker acting reasonably and which must be no less favourable on the whole to ScottishPower Renewables (UK) Limited unless otherwise agreed by ScottishPower Renewables (UK) Limited, and it will be the responsibility of the undertaker to procure or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

Interface Agreement

4. No stage of the authorised development upon land owned by ScottishPower Renewables (UK) Limited may commence until an Interface Agreement has been agreed and entered into between the undertaker and ScottishPower Renewables (UK) Limited which outlines how any potential interfaces will be managed.

Expenses

5. The undertaker must pay to ScottishPower Renewables (UK) Limited on demand all charges, costs and expenses reasonably anticipated or incurred by ScottishPower Renewables (UK) Limited in, or in connection with fulfilling its obligations under this Part of this Schedule.

Arbitration

6.

Any difference or dispute arising between the undertaker and ScottishPower Renewables (UK) Limited under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and ScottishPower Renewables (UK) Limited, be determined by being referred to and settled by a single arbitrator to be agreed between the parties, or failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the President of the Institute of Civil Engineers and in settling any difference or dispute.