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4 August 2026

Dear Planning Inspectorate

National Grid, Norwich to Tilbury DCO application EN0200027

Deadline 8 submission Equinor New Energy Limited on behalf of Sheringham Shoal and Dudgeon Extensions ProjCo Limited ("SSDEPL")

Serious Detriment to SSDEPL's undertaking

Registered Interested Party: [REDACTED]

Statutory Party: [REDACTED]

1 INTRODUCTION AND BACKGROUND

- 1.1 We ask the Examining Authority and Secretary of State to refer to the following examination documents: RR-3369, REP1-231, REP3-120, REP5-268, REP6-163, REP7-570. This submission seeks not to repeat the matters set out in those documents, but where relevant for context some text may be duplicated.
- 1.2 This submission sets out SSDEPL's arguments with regards to section 127 and 138 of the Planning Act 2008 and the question of serious detriment in this case. SSDEPL has also fed into a Statement of Common Ground with the Applicant to be submitted at Deadline 8.
- 1.3 The Applicant provided an updated set of protective provisions for SSDEPL's consideration on 3 August 2026 with the intention of submitting those into the examination at Deadline 8. These submissions have taken account of the updated drafting provided and the Applicant's continued engagement on this matter is welcome.
- 1.4 The Applicant and SSDEPL have long been in discussions regarding interactions between development proposals in the vicinity of the Norwich Main Substation, first with regards to the promotion of the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024 (granted April 2024) (the "SSDE DCO"), followed by the Norwich Main Substation extension planning application granted September 2024 and most recently the Norwich to Tilbury development consent order ("NTT DCO") application.

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- 1.5 The SSDE DCO contains protective provisions for the Applicant's benefit (Schedule 14, Part 7 of the SSDE DCO) and it has long been SSDEPL's understanding that the parties would work together to deliver their mutually beneficial developments.
- 1.6 The Applicant has acknowledged the key importance of the delivery of renewable energy generation. It is the urgent need for that renewable energy which is a core justification for the grant of the NTT DCO and the inclusion of compulsory acquisition powers to deliver the NTT Project. This is set out in the Applicant's needs case within its Statement of Reasons [REP7-071] and Planning Statement [REP7-090] by reference to new offshore wind capacity being delivered in East Anglia. In addition, the Applicant specifically noted the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm ("SSDE Project") as one of the projects which justify the urgent need for the delivery of NTT (see comments at time stamp 01:19:35:23 - 01:20:09:18 of the transcript for Compulsory Acquisition Hearing 1 (CAH1) - Part 1).
- 1.7 The SSDE Project is a critical national priority infrastructure project in its own right and there is an urgent need to deliver it, as recognised in government policy (see [RR-3369]). SSDEPL also invites the Examining Authority and Secretary of State to acknowledge the critical need for the delivery of the SSDE Project.
- 1.8 It is therefore, not only in the Applicant's interests for the SSDE Project to be delivered on the timescales which are consistent with its compelling case arguments underpinning the NTT DCO application, but also the Applicant should be subject to suitable protections when exercising their compulsory acquisition powers and undertaking their works to enable the future delivery of the SSDE Project.

2 SECTION 127 AND 138 PLANNING ACT 2008

- 2.1 These submissions do not seek to repeat the text of the relevant Planning Act 2008 provisions save to the extent that it is necessary to provide context to the submissions made.

Land rights and interests

- 2.2 The following plots are those which are within the overlap area of the two developments (the "Overlap Area" – see also the plan at Appendix 4, Part A).

NTT DCO Plot numbers	SSDE DCO Plot numbers
A-1/1, A-1/3, A-1/4, A-1/5, A-1/6, A-1/7, A-1/13, A-1/14, A-1/15, A-1/18, A-1/47, A-1/48, A-1/49, A-1/50, A-1/51, A-1/52, A-1/53, A-1/54, A-1/55, A-1/56, A-1/57, A-1/58	39-016, 39-018, 39-019, 39-020, 39-021, 39-023, 39-025, 39-026, 39-027, 39-028, 39-029, 39-030, 39-031, 39-032, 39-033, 39-034, 39-035, 39-036, 39-037, 39-038, 39-039, 39-040, 39-041, 39-042, 39-044, 40-002, 40-003, 40-004, 40-005, 40-006, 40-007

- 2.3 SSDEPL holds interests in land within the Overlap Area in NTT DCO plots A-1/15 and A-1/18. An option for land here was entered into between Griffin Farms Limited (freeholder) and Sheringham Shoal and Dudgeon Extensions ProjCo Limited on 9 January 2026 in respect of land with title number NK523970. An application to register the option at Land Registry was made on the same day (9th January 2026) and has now been confirmed on the register for title number NK523970.
- 2.4 SSDEPL also has the benefit of powers to compulsorily acquire rights pursuant to the SSDE DCO within the Overlap Area, alongside powers of temporary possession. These rights are described fully in Appendix 1.

Section 127 Planning Act 2008

- 2.5 Section 127(5) and (6) requires the Secretary of State to be satisfied that an order granting development consent permitting the acquisition of rights in statutory undertaker land can be granted without serious detriment to the carrying on of the undertaking or any detriment to the undertaking can be made good by the use of other land belonging to or available for acquisition by them.
- 2.6 SSDEPL agrees with the Applicant's Deadline 7 submissions [REP7-525] that these provisions are engaged. The definition of "land" within the Planning Act 2008 is broad and includes any interests in land. SSDEPL's signed option agreement constitutes one such interest and allows SSDEPL to enter the relevant land and undertake works to deliver the SSDE DCO.
- 2.7 SSDEPL disagrees with the narrow view taken by the Applicant such that only plot A-1/15 is relevant for a consideration of how section 127 should be applied. As the Applicant notes, "serious detriment" should be considered in a holistic manner. A holistic approach in this case would necessarily have to acknowledge that the SSDEPL land interests in plot A-1/15 are in respect of one part of the SSDE Project (being the cable corridor) and the risk that those land interests are not protected, gives rise to wider implications. The SSDE Project cannot function in its entirety without the cable corridor rights being in place. Instead SSDEPL invites the Secretary of State to take account of the broader rights position which needs to be protected for SSDEPL to construct its consented DCO.
- 2.8 For the avoidance of doubt, section 127(6)(ii) is not relevant here as there is no other land in which SSDEPL can undertake works to place their apparatus. The SSDE DCO order limits are fixed.
- 2.9 SSDEPL believes the Applicant should be granted powers to acquire the necessary rights in land, provided that suitable protection for SSDEPL's land rights is in place through adequate protective provisions. Without those suitable protections there is a risk the Applicant will, in exercising its compulsory acquisition powers to acquire rights, extinguish the SSDEPL option thereby preventing SSDEPL from being able to enter the land and carry out its works under option. This, taken together with the Applicant's proposed compulsory powers to take its own rights, and the protection from compulsory powers under the SSDE DCO preventing SSDEPL compulsorily acquiring further rights in that land, means that the Applicant is creating a position where it could entirely prevent the delivery of the SSDE Project and/or create a ransom position to its delivery. Given that the parties have agreed that the two developments can physically coexist, that is not a reasonable position, is not a necessary position and is clearly of serious detriment to the SSDE Project. Further commentary is provided below.

Section 138 Planning Act 2008

- 2.10 Section 138 is engaged in this case as SSDEPL holds a "relevant right" by virtue of its option agreement (as above) to lay down and maintain apparatus (including the onshore cable) which belongs to SSDEPL for the purposes of constructing and maintaining the SSDE Project (its "undertaking").
- 2.11 The Secretary of State must only grant the Applicant the ability to extinguish the relevant right where it considers the power to do so is necessary.
- 2.12 SSDEPL believes the Applicant should be granted powers to extinguish rights in land where that is necessary, provided that suitable protection for SSDEPL's land rights is in place through adequate protective provisions. Without those suitable protections there is a risk the Applicant will, in exercising its compulsory acquisition powers to extinguish rights, extinguish the SSDEPL option thereby preventing SSDEPL from being able to enter the land and carry out its works under option. Further commentary is provided below.

3 OTHER CONSIDERATIONS

- 3.1 Beyond the legal arguments in favour of protection for SSDEPL's undertaking, SSDEPL invites the Secretary of State to consider the critical national priority nature of the SSDE Project. Delivering clean energy sources at pace is a government priority and significant interruption to the SSDE Project delivery programme could be created if suitable working arrangements are not included within protective provisions for SSDEPL's benefit and adequate protection for its currently unbuilt project.

- 3.2 The Applicant has themselves relied on the existence of the SSDE DCO as a justification for the need for compulsory acquisition powers to be included within the consented DCO and yet they are unwilling to provide suitable protection in favour of the SSDE Project. This undermines their own needs case unless protection for the delivery of the SSDE Project are included to SSDEPL's satisfaction.
- 3.3 The SSDE Project will connect into the Norwich Main substation and it is substantially within SSDEPL's interests to coordinate and collaborate with the Applicant. SSDEPL are not seeking an overreaching position with regards to protective provisions but must be comfortable that the ability to deliver the SSDEPL Project is preserved.

4 INTERACTIONS

- 4.1 There has always been a need for the parties to collaborate and coordinate. It is clear from the proposed delivery timescales for NTT and SSDE there will be temporal and physical overlap of activities for both projects in the Overlap Area.
- 4.2 Without prejudice to SSDEPL's view that the Applicant did not suitably take account of the consented SSDE DCO when formulating its application, SSDEPL welcomes the concessions which NGET have made to date with regards to relocating pylon RG006 (Schedule 16, Part 10, paragraph 7(1)(d) [REP7-064]) and removing the option to deliver the eastern cable route swathe to the south of the Norwich Main Substation (Schedule 16, Part 10, paragraph 7(1)(a) [REP7-064]).
- 4.3 Other positive developments have been made through discussions between the parties and are recorded in the Deadline 8 Statement of Common Ground (to be submitted). However, it is SSDEPL's view that the Applicant has nonetheless provided insufficient protection to manage the full degree of interactions created by the overlap of these two developments. SSDEPL is not satisfied that the SSDE Project can be delivered in accordance with the SSDE DCO should the Applicant's preferred protective provisions be imposed as they are insufficient to protect the SSDE Project. In particular the following key issues remain outstanding.

Land rights

- 4.4 The Applicant's protective provisions for SSDEPL provide for a restriction on the Applicant's use of compulsory acquisition powers to the extent that they cannot be used to "*acquire, extinguish or suspend any rights that SSDEPL has in respect of any apparatus, cables or access routes*" without SSDEPL's consent.
- 4.5 This drafting does not provide sufficient protection for SSDEPL's land interests for the following reasons:
 - (a) The SSDE DCO contains powers of compulsory acquisition and temporary possession which overlap with the Applicant's order limits. This position does not account for how the overlapping powers of both DCOs will operate which creates uncertainty and risk around delivery timescales for the SSDE Project.
 - (b) SSDEPL is in possession of land interests with respect to its project (as above). The Applicant is seeking to limit the protection offered to SSDEPL's land rights by narrowing the protection to rights in respect of SSDEPL's apparatus, cables or access routes (only). This does account for rights in respect of other aspects of the SSDE Project that do not fall neatly into the description of these, for example maintenance rights for planting, nor does it provide for the protection of rights in place for the future construction of that apparatus or those cables and access routes.
- 4.6 In the absence of suitable protections for SSDEPL, there is an ability for the Applicant to extinguish SSDEPL's option (as no apparatus has been constructed under it or is in construction) without SSDEPL having any control over that process, nor any comfort that there is a requirement on the Applicant to replace those rights in the event they are extinguished.
- 4.7 This also does not allow for a clear route to managing the use of the temporary possession powers in the NTT DCO. There is a risk the Applicant could use those powers to suspend SSDEPL's rights in

land, or to usurp SSDEPL should they be in possession of land within the Overlap Area prior to the Applicant.

- 4.8 SSDEPL also notes that the Applicant has conceded controls over the use of the compulsory acquisition powers and temporary possession to Five Estuaries and North Falls in its draft DCO [REP7-064] (Schedule 16, Part 6, paragraphs 3 and 5 for Five Estuaries and Part 7, paragraphs 3 and 5 for North Falls). Both of these entities are statutory undertakers developing offshore wind farm projects with consented DCOs in place but for which development has not yet commenced. The statutory undertakers' position in that case is therefore equivalent to SSDEPL's and yet the Applicant refuses to provide equivalent protection for SSDEPL. This is unreasonable and an untenable position given that the Applicant demonstrably can accept such protections being in place, having voluntarily included these for the other wind farm projects.
- 4.9 The rights which are overlapping in the Overlap Area are described fully in Appendix 1.

Protection for proposed works

- 4.10 The Applicant's protective provisions for SSDEPL do not contain general protections for proposed apparatus or activities which are not already under construction. Instead a series of specific protections are included (only), some of which in and of themselves provide insufficient protection for SSDEPL (see below).
- 4.11 The SSDE DCO was granted in April 2024 and as aforementioned, the Applicant has had sight of the proposed SSDE DCO works and activities for a number of years. There has been ample time and opportunity to accommodate for the proposed SSDE DCO works and activities within the NTT DCO application.
- 4.12 Without a general protection in favour of proposed SSDE DCO works and activities that have not yet commenced (and in combination with insufficient protection for SSDEPL land rights), there is a risk that the Applicant will enter land within the Overlap Area, take exclusive possession to the detriment of SSDEPL and begin to undertake works and activities over which SSDEPL will have no control nor ability to ensure safe co-ordination. Naturally neither party can specify at this stage what the exact design requirements and interactions will be as detailed design has not yet been finalised. However, it is unreasonable for the Applicant to refuse to secure the principles of such protection because all of the details are not yet known, especially where they can also not yet provide all of the required detail. SSDEPL should not have to accept a risk that because a specific protection has not been expressly included in the protective provisions, that the Applicant will not be required to reasonably accommodate SSDEPL's works and activities within the Overlap Areas. Such a risk amounts to a serious detriment to SSDEPL's undertaking as a risk to the delivery of the SSDE Project is created.
- 4.13 The Applicant has, on a number of occasions when objecting to DCO applications in their role as a statutory undertaker, raised arguments in favour of including general protections for future infrastructure. Many of the arguments raised by the Applicant in those cases, apply here:
- (a) it is part of the SSDEPL 'undertaking' to construct and operate the SSDE Project even where construction has not yet commenced or where land interests are not currently held. A narrow view of what the 'undertaking' is should not be taken here to support a position whereby the Applicant does not have then accommodate SSDEPL's proposed works. See for example similar arguments made by the Applicant on application EN010125 document [REP6-067] where the Applicant made no distinction between its existing and future apparatus when arguing there would be serious detriment to its undertaking.
 - (b) proposed works under the NTT DCO should be restricted and subject to SSDEPL approval where those would interact with the SSDE Project future works. SSDEPL is content to be required not to unreasonably withhold or delay their consent to those works and the parties must collaborate in any event to achieve mutually acceptable working arrangements. See for example similar arguments made by the Applicant on application EN010137 document [REP6-136], paragraphs 4.20 and 4.22.

- (c) proposed use of temporary possession and compulsory acquisition powers under the NTT DCO should be restricted and subject to SSDEPL agreement where those would interact with the SSDE Project. SSDEPL must not unreasonably withhold or delay their consent to the use of those powers and the parties must collaborate in any event to achieve mutually acceptable working arrangements. See for example similar arguments made by the Applicant on application EN010125 document [REP6-067], paragraph 3.13.

4.14 In many cases those arguments were made by the Applicant in respect of their projects which were not yet consented, so the argument should be taken as even more supportive in this case where a consent is in place and has been for a number of years. In addition, in the case of Dogger Bank South Offshore Wind Farm DCO application, the Secretary of State agreed with the examining authorities' recommendation to endorse the Applicant's arguments for protective provisions to be included in the DCO for the benefit of future unconsented assets (paragraph 9.5.33. of the Dogger Bank South Offshore Wind Farms Examining Authority's Report of Findings and Conclusions and Recommendation to the Secretary of State for Energy Security and Net Zero dated 10 October 2025).

The Applicant's haul roads

- 4.15 The Applicant is intending to utilise a number of haul roads within the Overlap Area between the two developments.
- 4.16 These haul roads cross SSDEPL's cable corridor which will itself contain SSDEPL's haul road (see Appendix 4, Part B¹). As such there is a temporal and physical overlap between:
 - (a) the Applicant's laying out and use of its haul road; and
 - (b) the SSDEPL laying out and use of its haul road and construction of its cable and associated works.
- 4.17 SSDEPL consider this interaction can be suitably and safely managed if the parties agree the details of how those works will be undertaken, including the timing and design of the various elements, the ability for one party to cross the other's haul roads safely and in line with CDM regulations, and agreement around the handover of areas temporarily possessed from one party to the other.
- 4.18 The Applicant has rejected this position and instead includes drafting which fails to deal with critical working arrangements for how the parties will manage the interaction of both parties' haul roads and cable corridor construction in this constrained location. The Applicant's drafting does not account for SSDEPL's ongoing detailed design programme, the timing of which may not align with the Applicant's, nor does it provide for the ability for SSDEPL to place their cable at a later stage in the event that timing does not align. Additionally, the Applicant has proposed no requirement to protect any cable ducting nor drainage laid ahead of creation of their haul road and there is no provision for suitable working arrangements where the two parties' haul roads cross.
- 4.19 Without comfort that SSDEPL will be able to lay its cable ducting and drainage and utilise the associated haul road, including to access cable corridor working areas, there is a risk the area will be severed from the corridor by the Applicant's haul road and significant concerns around the timing and cost of delivering the cabling in this location are outstanding.

SSDEPL Access

- 4.20 SSDEPL will take its temporary construction access and permanent access through the Applicant's land within the Norwich Main Substation area (and through the Overlap Area). Given this is the Applicant's land, they are entirely in control of the process of granting the necessary rights the application process for which is ongoing but the resolution of that is outside of SSDEPL's control. Those rights have not yet been granted to SSDEPL.

¹ Please note the indicative location of the 'NGET Pylon RG006' and 'NGET RG Pylon Work Areas' on the plan at Appendix 4, Part B reflects the location as represented on the examination documents. However, the Applicant has committed to relocating this pylon and outside of the SSDEPL cable corridor – see Schedule 16, Part 10, paragraph 7(1)(d) [REP7-064].

- 4.21 The Applicant's current proposals only provide protection for SSDEPL's access "*in accordance with its existing rights*" (paragraph 7(1)(b)). This fails to provide for the protection of future access for SSDEPL to its infrastructure, and does not acknowledge the control sits entirely with the Applicant to grant those rights.
- 4.22 Without access to its substation construction area being suitably protected the Applicant will have complete control over SSDEPL's ability to access its substation. There is an inherent risk of delay within that position and it creates an unacceptable level of control which the Applicant would have on the delivery timescales of the SSDE Project.

Other areas of disagreement

- 4.23 The parties are not agreed on a series of other drafting points, full details of which are set out in Appendix 2.

5 CONCLUSION

- 5.1 SSDEPL are a statutory undertaker whose undertaking involves the construction, operation and maintenance of the SSDE Project. Works for the SSDE Project have not yet commenced and no apparatus has been constructed.
- 5.2 The Applicant, despite having had the details of the SSDE Project, through engagement and through the consented DCO and its various plans which are in the public domain, failed to accommodate for the delivery of the SSDE Project in its application.
- 5.3 Since the start of examination good progress has been by the parties and the Applicant has made concessions which SSDEPL welcome, in particular on the moving of RG006 and the commitment not to construct the eastern swathe of the overhead line. However, insufficient progress has been made to give SSDEPL the comfort they need that their undertaking will be protected.
- 5.4 Key concerns remain around the protection of SSDEPL land interests, the management of overlapping compulsory acquisition and temporary possession powers, protection for unbuilt but consented apparatus and access during construction and operation for SSDEPL to access its Project.
- 5.5 Section 127 and section 138 of the Planning Act 2008 are engaged by SSDEPL's existing land interests. SSDEPL invites the Secretary of State to take a holistic view of the implications of these provisions and the understanding of 'serious detriment' in line with how the Applicant have argued these points on other DCO applications and in line with how the examining authority in the Dogger Bank South DCO application considered there is a need to protect future proposed works. To that end, SSDEPL asks that the Secretary of State include SSDEPL's preferred protective provisions (at Appendix 3 to this document) on the face of the NTT DCO.

Yours faithfully



BURGES SALMON LLP

Appendix 1

Rights sought through powers of compulsory acquisition and temporary possession under the SSDE DCO

Summary of plots by rights category	Extent of acquisition / rights category sought in SSDE DCO
Freehold Acquisition (5 plots): 39-016, 39-018, 39-019, 39-020, 39-021	Freehold acquisition
Rights E and I (1 plot): 39-023	RIGHTS E - Onshore substation connection works Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development to: a) lay down, install, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables and ducts (including the removal of materials including spoil) in, under, over and/or on the Land, including by way of pull-through within the cable ducts and jointing bays; b) enter, be on, and break open and break up the surface of the Land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables or use of the cables, cable ducts and jointing works; c) benefit from continuous vertical and lateral support for the authorised development; d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the authorised development; e) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair, renewal or decommissioning of the authorised development is being carried out; f) place and use plant, machinery, structures and temporary structures within the Land, and to erect temporary signage and provide measures for the benefit of public and personnel safety; g) alter, fell, lop, cut, coppice, uproot or replant trees or hedges or other vegetation which now or hereafter may be present on the Land for the purpose of enabling the right to pass and re-pass to adjoining land; h) remove and discharge water from the Land and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, to lay down, install, adjust, alter, construct, create, use, maintain, repair, renew, upgrade, inspect, remove and replace a drainage scheme on the Land; i) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers); j) National Grid substation connection works to lay down, install, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables and ducts (including the removal of materials including spoil) in, under, over and/or on the Land, including by way of pull-through within the cable ducts and jointing bays, together with such telemetry and fibre-optic lines, structures, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers

	and other equipment which is ancillary to the purposes of transmitting electricity along such cables to the National Grid substation; k) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials to access adjoining land for the purposes of the Works, the inspection, use, testing, maintenance, renewal, upgrading, replacement and removal of the cables, cable ducts and jointing works and connection into any adjacent cables and associated works and make such investigations in or on the Land which is ancillary for the purposes of exercise of the rights; l) construct, use, maintain and improve a permanent means of access including visibility splays, and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the Land, adjoining land and highway; and m) install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seedlings and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs, landscaping for the period of aftercare and maintenance of such planting (as set out in the landscape and ecological management plan approved under this Order).
Rights F (2 plots): 39-025, 39-026	RIGHTS F - Onshore cable corridor and cable protection works Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development to: a) lay down, install, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables and ducts, including the removal of materials (including spoil), in, under, over and/or on the Land, and in doing so, to use or resort to open cut or trenching installation techniques; b) enter, be on, and break open and break up the surface of the Land and remain with or without plant, vehicles, vessels, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables, or use of the cables, cable ducts and jointing works; c) benefit from continuous vertical and lateral support for the authorised development; d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the authorised development; e) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair, renewal or decommissioning of the authorised development is being carried out; f) retain, maintain and use temporary supporting or protective structures and erect temporary supporting or protective structures (including the bridging over or protection of the apparatus of the statutory undertakers) for the purposes of access to adjoining land; g) place and use plant, machinery, structures and temporary structures within the Land, and to erect temporary signage and provide measures for the benefit of public and personnel safety; h) alter, fell, lop, cut, coppice, uproot and replant trees or hedges or other vegetation which now or hereafter may be present on the Land for the purpose of enabling the right to pass and re-pass to adjoining land; i) erect and remove temporary fencing, gates, walls, barriers or other means of enclosure; j) lay out and maintain temporary paths and bridleways for public use as temporary diversions for public rights of way which are interfered with during any period
Rights G (6 plots): 39-028, 39-029, 39-033, 39-042, 39-044	RIGHTS G - Onshore cable corridor and cable protection works (limited rights) Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development to: a) lay down, install, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables and ducts including (but not limited to) pull-through within the cable ducts and jointing bays, and the removal of materials (including spoil), in, under, over and/or on the Land; b) enter, be on, and break open and break up the surface of the Land and remain with or without plant,

	vehicles, vessels, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables, or use of the cables, cable ducts and jointing works; c) benefit from continuous vertical and lateral support for the authorised development; d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, upgrading, inspecting, removing and replacing the authorised development; e) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair, renewal or decommissioning of the authorised development is being carried out; f) place and use plant, machinery, structures and temporary structures within the Land, and to erect temporary signage and provide measures for the benefit of public and personnel safety; g) erect and remove temporary fencing, gates, walls, barriers or other means of enclosure; h) lay out and maintain temporary paths and bridleways for public use as temporary diversions for public rights of way which are interfered with during any period
Rights I (1 plot): 39-038	RIGHTS I - Permanent landscape and ecological mitigation works Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development to: a) install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seedlings and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs, landscaping for the period of aftercare and maintenance of such planting (as set out in the landscape and ecological management plan approved under this Order); b) install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation works for environmental or ecological mitigation or enhancement works, including the creation of hibernacula and installation of bat boxes, temporary works and the installation of temporary barriers for the protection of fauna; c) carry out environmental mitigation, remediation and enhancement works; d) erect fencing, gates or other boundary features; and e) take access to the Land and to use it to effect access to or egress from adjacent land, without or without vehicles and equipment, for the purposes of exercising any right vested in the undertaker, maintaining, replacing or altering for environmental or ecological mitigation or enhancement works, or for the purposes of undertaking surveying or monitoring activities required for the purposes of the authorised development.
Temporary Possession (17 plots): 39-027, 39-030, 39-031, 39-032, 39-034, 39-035, 39-036, 39-037, 39-039, 39-040, 39-041, 40-002, 40-003, 40-004, 40-005, 40-006, 40-007	Temporary possession only

Appendix 2

Explanation of protective provision drafting differences

1 INTRODUCTION

- 1.1 This appendix sets out the remaining differences between the Applicant and SSDEPL in the order they appear in the draft protective provisions for the benefit of SSDEPL as included in Schedule 16, Part 10 of the draft DCO [REP7-064] (the “Applicant’s PPs”). These are shown in context in track change at the end of this appendix.
- 1.2 A complete, clean set of preferred protective provisions as sought by SSDEPL is set out in Appendix 3.

1 PARAGRAPH 5, LAND RIGHTS

- 1.1 In paragraph 5 of the Applicant’s PPs, the Applicant’s drafting only provides that “*The undertaker must not under the powers of this Order acquire, extinguish or suspend any apparatus or rights that SSDEPL has in respect of any apparatus, cables or access routes without the consent of SSDEPL...*”. As explained in the submission at section 4.4, the limitation of this drafting solely to right related to apparatus, cables and accesses assumes firstly that those and/or SSDEPL rights are in situ at the time the powers are exercised and excludes protection for the land rights that SSDEPL already holds which do not neatly fall into these defined categories.
- 1.2 The definition of ‘*apparatus*’ refers to ‘*cables, structures and other infrastructure*’, it is unclear to SSDEPL whether ‘*other infrastructure*’ would include landscaping or whether it is restricted to electrical infrastructure.
- 1.3 As set out in sections 4.4-4.9 of the submission, the Applicant’s drafting does not provide any protection for the rights which SSDEPL is in the process of securing. SSDEPL is engaging with the Applicant and working through its 6 step process (an internal process for the seeking of land rights over the Applicant’s land) to define the rights needed for the SSDEPL 400kV cable connection from the SSDEPL substation into the Norwich Main substation and also for the temporary and permanent access to the SSDEPL substation area; the Applicant already has suitable control of that process. There is no justification for the Applicant seeking the ability to extinguish SSDEPL’s rights on the basis they do not yet know precisely where those will be when the Applicant controls the determination of where those rights will be.
- 1.4 SSDEPL’s option rights, which do not relate to specific infrastructure defined within ‘*apparatus, cables or access routes*’, would not be covered by the protection in paragraph 5. There is no reasonable justification for the Applicant to retain the power and ability to extinguish these options without providing suitable alternative rights or otherwise providing oversight for SSDEPL in that process.
- 1.5 SSDEPL therefore requires the deletion and replacement of the Applicant’s PPs, paragraph 5 with the following;

6. 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.

2 PARAGRAPH 6, SPECIFIED WORKS AND RELATED DEFINITIONS IN PARAGRAPH 2, INTERPRETATION

2.1 In paragraph 2, SSDEPL requires the following:

- (a) The inclusion of a new definition of '*proposed SSDE Order Works*': "*proposed SSDE Order 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 Order and any associated development within the overlap area*"; and
- (b) The inclusion of reference to 'the proposed SSDE Order Works' in the definition of 'specified works', in sub-paragraph (a) of the definition so it reads: '*(a) in, on, under, over or within 15 metres of the proposed SSDE Order Works or any apparatus; or*'.

2.2 Without these inclusions, the protective provisions apply on the 'apparatus'. As explained the submission, this is too limited in the circumstances of the specific interactions.

2.3 In paragraph 6(2), SSDEPL seeks the addition of a new item in the list being "*any landscaping and/or ecological management plan for the specified works*". As explained at row 6.1 of the Statement of Common Ground, the Applicant has agreed in principle not to plant over the SSDEPL access routes and to limit planting over the SSDEPL cable route. The addition of the LEMP is to ensure that SSDEPL have the opportunity to review and comment upon the LEMP to ensure that the planting aligns with the restrictions agreed.

2.4 In paragraph 6(4), SSDEPL submits that the scope of the protection as drafted in the Applicant PPs is too narrow. That relates only to apparatus whereas, as set out in sections 4.10-4.14 of the submission, SSDEPL submits that all of its works should be protected. The Applicant therefor seeks insertion of '*the proposed SSDE Order Works*' as per the new defined term inserted in paragraph 2 in order to expand the application of this sub-paragraph (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 Order Works, or for securing access to any apparatus or the proposed SSDE Order 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.

2.5 In paragraph 6(6), expansion of the scope from apparatus to cover the SSDE authorised project is sought:

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 ~~apparatus~~ 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 ~~apparatus~~ SSDE authorised project.

2.6 Also in this sub-paragraph, SSDEPL seeks that the risks from which it is protected include 'material delay to construction' as well as physical damage. This is because the Applicant's powers could be implemented so as to prevent SSDEPL carrying out its works, for example by taking exclusive temporary possession of the SSDEPL cable corridor and haul route area in the overlap area, or SSDEPL's construction compound area, or 'stranding' the area of cable corridor to the west of the Applicant's haul route near pylon RG006. This could cause substantial (multiple years) delay to the completion of the SSDE project. Given that the Applicant has agreed that the parties can work together to ensure that both projects can be delivered within their programmed timeframes (see for example row 5.1 of the Statement of Common Ground) then this inclusion is reasonable and necessary to

ensure that use of the powers being sought by the Applicant align with their stated intention and that SSDEPL is protected from unreasonable delay being caused to its works.

3 PARAGRAPH 7, UNDERTAKER'S COVENANTS

3.1 SSDEPL seeks a number of additions to this paragraph to provide specific protections for its project.

3.2 The insertion of new list item at sub-paragraph 7(1)(b):

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 Order 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 Order Works;

to replace the Applicant's PPs paragraphs sub-paragraphs 7(1)(b) and 7(1)(c).

3.3 As set out in section 4.6 of the submission and in relation to Applicant's exclusion of the landscaping and ecological information from paragraph 6(2) of the Applicant's PPs (see paragraph 2.3 of this Appendix above), the Application includes the ability and right for the Applicant to obstruct, suspend, remove or plant over the access routes to the SSDEPL substation location due to the fact the access rights are not currently in place and the access is otherwise not in use. Doing so would prevent the construction and operation of the SSDE authorised project and would therefore be inarguably serious detriment. The insertion protects that access and secures the position which the Applicant has agreed to in principle that the access will not be prevented, restricted or unduly interfered with.

3.4 In the (re-numbered) list item 7(1)(f), SSDEPL seeks amendments in order to protect the deliverability of its cable route in the overlap area where the Applicant's haul route will bisect that cable route (and its associated haul route). For the reasons set out in the submission at sections 4.10-4.14 onwards and in relation to the amendment sought to paragraph 6(6) of the Applicant's PPs (see paragraph 2.5 of this Appendix above), these amendments are required to ensure that the SSDE Project's delivery is adequately protected during any exercise of the powers sought by the Applicant. SSDEPL therefore submits that the following amendments should be included:

*(f) liaise with SSDEPL and agree ~~the responsibility for and timing of the inclusion of ducting and drainage beneath~~ prior to the undertaker's haul roads ~~to facilitate both parties' activities or works (including associated drainage)~~ within the overlap area ~~prior to the commencement of the undertaker's~~ 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; ~~and~~
 ~~(h) where it is agreed under sub-paragraph (g) that such ducting and drainage must be installed prior to construction of the undertaker's haul road to ensure such ducting and drainage is in place before that commencement, subject to SSDEPL having provided a specification for such ducting and drainage 60 business days' prior to the undertaker's proposed commencement date.~~*

4 PARAGRAPH 8, TEMPORARY WORKS, AND DEFINITION IN PARAGRAPH 2, INTERPRETATION

4.1 SSDEPL seeks the inclusion of a definition of temporary works in paragraph 2: "*temporary works*" means so much of the specified works which are temporary works as set out within this Order"; and inclusion of paragraph 8 (temporary works) as follows:

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.

- 4.2 Without this paragraph, there is no protection for SSDEPL from National Grid causing undue delay to its project simply by not removing from temporary possession of land in timely manner. As set out in relation to paragraph 6(6) of the Applicant's PPs (see paragraph 2.5 of this Appendix above), the exercise of the powers sought could cause substantial delay to the delivery of the SSDE Project. Given that the Applicant has stated that it is not their intention to use their power in that manner, this paragraph reflects what SSDEPL understand to be the agreed position and creates an explicit protection reflecting that. The inclusion is therefore necessary and reasonable to secure the protection of the SSDE Project's delivery.

5 PARAGRAPH 9, ACCESS

- 5.1 The drafting proposed by the Applicant does not provide that access for SSDEPL to its own works will be maintained. As set out in section 4.22 of the submission the Applicant would be able under the powers sought to completely prevent access by SSDEPL, creating an unnecessary risk of delay and serious detriment to the SSDE project.

- 5.2 SSDELP therefore seek the inclusion in the protective provisions of a new sub-paragraph 9(2) to secure that access will be maintained:

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

6 PARAGRAPH 13, ARBITRATION

- 6.1 SSDELP submits that any dispute arising under paragraphs 6(1) and 7(1) should not be subject to arbitration.

- 6.2 Paragraph 6(1) requires the submission of plans to SSDEPL not less than 40 business days before the commencement of any specified works. whether or not this was complied with is a factual issue and not one that can be remedied through arbitration. Other forms of determination would be more appropriate to such a dispute.

- 6.3 Paragraph 7(1) imposes prohibitions on the undertaker, the breach of which must be enforceable by SSDEPL by injunction if required. Where for example the Applicant fails to comply with the locational constraints, the appropriate remedy would be for SSDEPL to seek an interim injunction to pause works while the dispute is resolved, not for this to go to arbitration while the build continues.

- 6.4 SSDELP accordingly seeks an amendment to paragraph 13(1):

13. ~~Any~~ 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).

Changes sought shown in track:

Protective provisions for the protection of Sheringham Shoal and Dudgeon Extensions Projco Limited (formerly named Scira Extension Limited and referred to as SEL in the Sheringham Shoal and Dudgeon Extensions

Offshore Wind Farm Order 2024)

- 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 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) 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 pursuant to the SSDE Order by, owned, occupied 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 cable 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 E) [**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 Order 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 Order 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 12239260 and formerly named Scira Extension Limited and referred to as SEL in the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024;

“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~~ Order are to be, are being or have been constructed;

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

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

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

- (a) in, on, under, over or within 15 metres of the proposed SSDE Order Works or any apparatus, or
- (b) may in any way adversely affect any apparatus; and

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

(2) For the avoidance of doubt, 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.

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

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, unless the conditions are varied in writing by SSDEPL.

Land rights

~~5. The undertaker must not under the powers of this Order acquire, extinguish or suspend any apparatus or rights that SSDEPL has in respect of any apparatus, cables or access routes without the consent of SSDEPL, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions.~~

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 40 business 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; ~~and~~
- (g) any landscaping and/or ecological management plan for the specified works; and
- (h) in relation to the undertaker’s temporary haul road, any intended maintenance regime.

(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 Order Works, or for securing access to any apparatus or the proposed SSDE Order 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 ~~(f)~~ (h) apply, SSDEPL may require such modifications to be made to the plans as are reasonably necessary for the purpose of securing the ~~apparatus~~ 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 ~~apparatus~~ 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 40 business 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 20 business days' written notice of its intention to commence the construction of the specified works and, not more than 10 business 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 Order powers to construct the eastern route option as part of the authorised development;
- (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 Order 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 Order Works;
~~(b) — maintain SSDEPL's permanent access and temporary access (during the period in which it is in use as a temporary access) to its substation in accordance with its existing land rights;~~
- ~~(c) — not plant over SSDEPL's permanent access or temporary access (during the period in which it is in use as a temporary access) to its substation as part of the undertaker's landscape and ecological management plan;~~
- (c) not use its Orders powers to construct pylon RG006 or any associated working area for that pylon within that part of the SSDE cable corridor which is within the overlap area;
- (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 SSDEPL and agree ~~the responsibility for and timing of the inclusion of ducting and drainage beneath~~ prior to the undertaker's haul roads ~~to facilitate both parties' activities or works (including associated drainage)~~ within the overlap area ~~prior to the commencement of the undertaker's~~ 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; ~~and;~~
- ~~(h) where it is agreed under sub-paragraph (g) that such ducting and drainage must be installed prior to construction of the undertaker's haul road to ensure such ducting and drainage is in place before that~~

~~commencement, subject to SSDEPL having provided a specification for such ducting and drainage 60 business days' prior to the undertaker's proposed commencement date.~~

(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 materially 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 materially interfere with access by SSDEPL to the SSDE Order Works.

Cooperation

10.—(1) The undertaker must, before carrying out any specified works 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) meeting regularly from the making of this Order to discuss coordination;
- (b) providing a point of contact for continuing liaison and coordination 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 60 business days prior to the commencement of activities within the overlap area.

Costs and Indemnity

11.—(1) Save where otherwise agreed in writing between SSDEPL and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to SSDEPL within 22 business days of the 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-paragraphs (2) to (7), if by reason or in direct consequence of the construction, use, operation, maintenance, or failure of any specified works or in direct 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) and (2) 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) The undertaker shall not commence any works or activities within the overlap area unless and until SSDEPL has confirmed in writing that it is satisfied, acting reasonably, that the undertaker has first provided evidence—

- (a) of acceptable insurance; and
- (b) 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.

(2) SSDEPL's confirmation under sub-paragraph (1) must not be unreasonably withheld or delayed.

(3) Where the undertaker's contractor has provided the acceptable insurance required under sub-paragraph (1), the undertaker shall remain responsible for ensuring that the acceptable insurance is in place and maintained as required under this paragraph.

Arbitration

13. ~~Any~~ 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~~ Order, the undertaker will provide such assistance as is reasonably necessary to support SSDEPL in pursuing any such modification.

Notices

15. Notwithstanding article 61 (service of notices), 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 ~~DEO~~ authorised project Project Manager.

Appendix 3

SSDEPL's preferred protective provisions

Protective provisions for the protection of Sheringham Shoal and Dudgeon Extensions
Projco Limited (formerly named Scira Extension Limited and referred to as SEL in
the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024)

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 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) 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 pursuant to the SSDE Order by, owned, occupied 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 cable 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 E) [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 Order 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 Order 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 12239260 and formerly named Scira Extension Limited and referred to as SEL in the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024;

“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 Order are to be, are being or have been constructed;

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

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

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

- (a) in, on, under, over or within 15 metres of the proposed SSDE Order 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

(2) For the avoidance of doubt, 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.

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

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, 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 40 business 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) in relation to the undertaker's temporary haul road, any intended maintenance regime.

(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 Order Works, or for securing access to any apparatus or the proposed SSDE Order 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 40 business 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 20 business days' written notice of its intention to commence the construction of the specified works and, not more than 10 business 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 Order powers to construct the eastern route option as part of the authorised development;
- (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 Order 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 Order Works;
- (c) not use its Orders powers to construct pylon RG006 or any associated working area for that pylon within that part of the SSDE cable corridor which is within the overlap area;
- (d) not locate, construct nor operate attenuation ponds for the authorised development within the overlap area;
- (e) not carry out tree planting within that part of the SSDE cable corridor which is within the overlap area;

- (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 materially 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 materially [BS1.1]interfere with access by SSDEPL to the SSDE Order Works.

Cooperation

10.—(1) The undertaker must, before carrying out any specified works 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) meeting regularly from the making of this Order to discuss coordination;
- (b) providing a point of contact for continuing liaison and coordination 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 60 business days prior to the commencement of activities within the overlap area.

Costs and Indemnity

11.—(1) Save where otherwise agreed in writing between SSDEPL and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to SSDEPL within 22 business days of the 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-paragraphs (2) to (7), if by reason or in direct consequence of the construction, use, operation, maintenance, or failure of any specified works or in direct 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) and (2) 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) The undertaker shall not commence any works or activities within the overlap area unless and until SSDEPL has confirmed in writing that it is satisfied, acting reasonably, that the undertaker has first provided evidence—

- (a) of acceptable insurance; and
- (b) 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.

(2) SSDEPL's confirmation under sub-paragraph (1) must not be unreasonably withheld or delayed.

(3) Where the undertaker's contractor has provided the acceptable insurance required under sub-paragraph (1), the undertaker shall remain responsible for ensuring that the acceptable insurance is in place and maintained as required under this paragraph.

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 Order, the undertaker will provide such assistance as is reasonably necessary to support SSDEPL in pursuing any such modification.

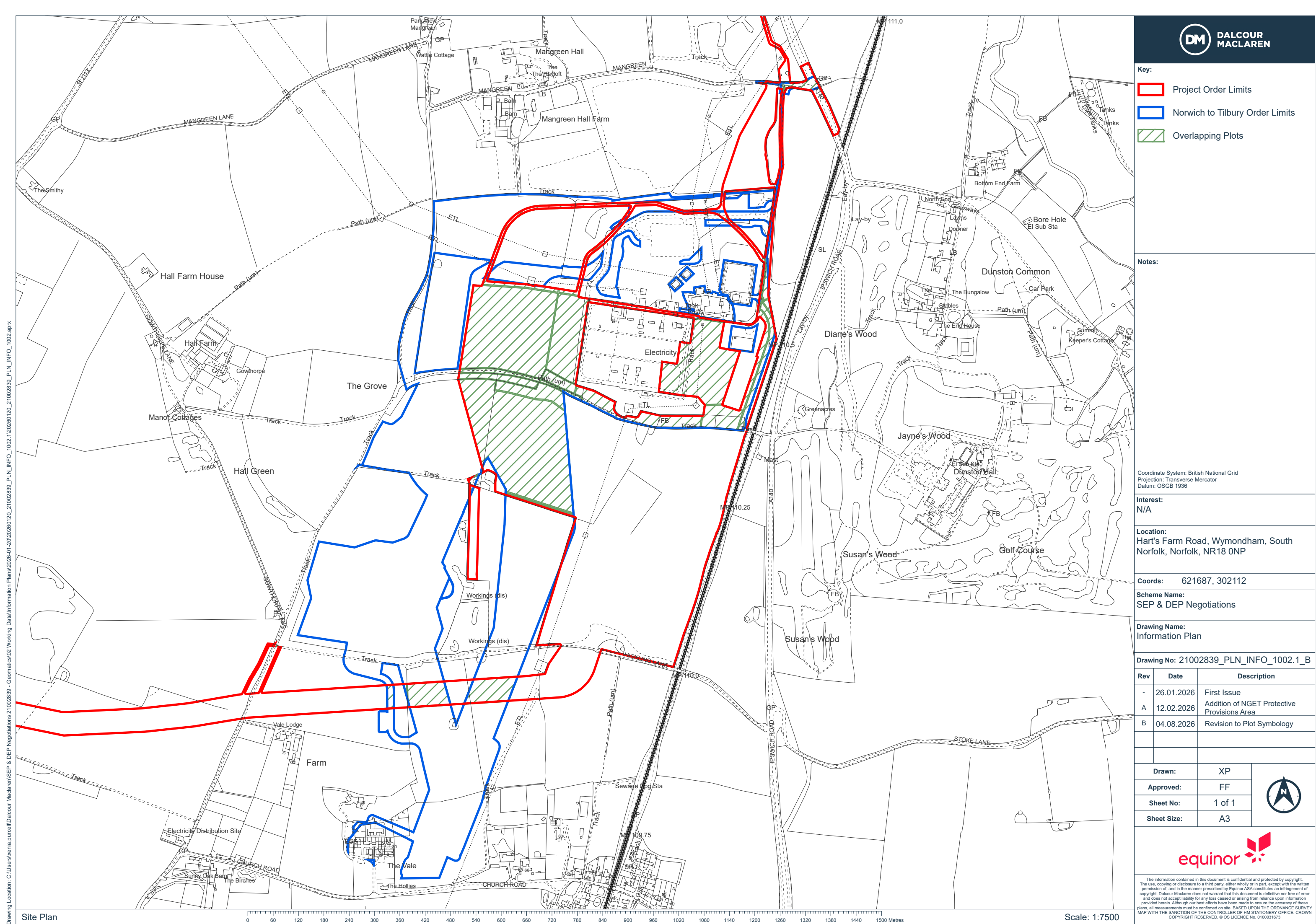
Notices

15. Notwithstanding article 61 (service of notices), 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 authorised project Project Manager.

Appendix 4

Part A

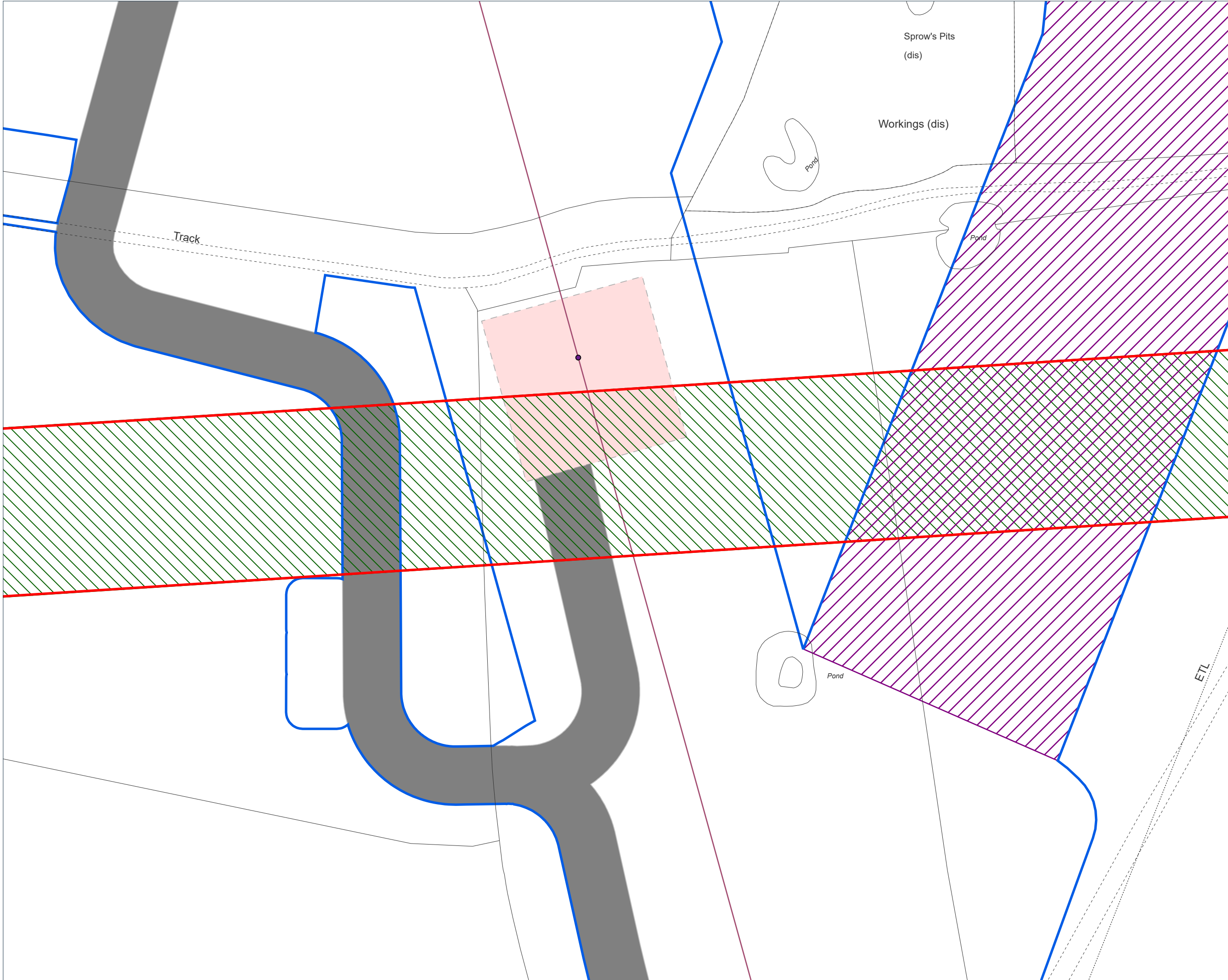
Overlap Area plan



Part B

Haul road and cable corridor interaction area

Drawing Location: C:\Users\venia.purcell\Documents\Working Data\Information PLAN\03-08-2026\02608003_195811_PLN_INFO_1941.aprx



- Key:
- SSDEPL Project Order Limits
 - SSDE Cable Corridor
 - NGET Norwich to Tilbury Order Limits
 - NGET Haul Road Buffer
 - NGET RG Pylon Work Areas
 - NGET Pylon RG006 and Working Area (now moved)
 - NGET Proposed Overhead Line Route
 - NGET Norwich to Tilbury Eastern Route Option

Notes:

Coordinate System: British National Grid
Projection: Transverse Mercator
Datum: OSGB 1936

Interest:
N/A

Location:
Hart's Farm Road, Wymondham, South Norfolk, Norfolk, NR18 0NP

Coords: 621338, 301557

Scheme Name:
SEP & DEP Negotiations

Drawing Name:
Information Plan

Drawing No: 195811_PLN_INFO_1941.1

Rev	Date	Description
-	04.08.2026	First Issue

Drawn:	XP	
Approved:	SB	
Sheet No:	1 of 1	
Sheet Size:	A3	



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