

TC East Anglia One OFTO Limited

TC East Anglia One OFTO Limited
3 More London Riverside
London
SE1 2AQ

The Planning Inspectorate
c/o QUADIENT
60 Buckingham Drive
Slough
SL1 4PN

Date: 4 August 2026

Dear Sirs

The proposed Norwich to Tilbury Development Consent Order (EN020027) (the “Application”)
TC East Anglia One OFTO Ltd Deadline 8 submission
Preferred protective provisions

Background and need for protective provisions

TC East Anglia One OFTO Ltd (“**the OFTO**”) owns and operates the offshore transmission system associated with the East Anglia One Offshore Windfarm. This includes the offshore substation, offshore and onshore export cables, the onshore substation, and associated infrastructure connecting to National Grid Electricity Transmission Plc (“**the Applicant**”)’s Bramford Substation. The OFTO holds a transmission licence under section 6 of the Electricity Act 1989 and is therefore a statutory undertaker for the purposes of the Planning Act 2008.

As previously submitted, we consider that bespoke protective provisions are necessary to protect our interests. The OFTO’s preferred protective provisions, which we consider are capable of providing this protection, are now enclosed alongside this letter. This is also provided in a “tracked changes” versions to show how our preferred protective provisions differ from those proposed by the Applicant within REP7-064.

Engagement between parties

As indicated in our last submission (REP7-552), the Applicant and the OFTO are engaging on protective provisions but there was insufficient time for the OFTO to submit protective provisions at Deadline 7.

The Applicant provided its proposals to us on 19 July and we have since returned an amended draft version on 30 July.

TC East Anglia One OFTO Limited

The finalised version submitted today matches that provided directly to the Applicant, other than one further change to the Arbitration clause which we propose in order to ensure that dispute resolution for all clauses within the protective provisions is clear.

There has not yet been the opportunity for the Applicant to provide comment on the attached, so it is as yet unclear whether our proposals are acceptable to the Applicant.

The latest Statement of Common Ground signed on 4 August 2026, copy attached, discusses the Applicant's willingness to enter into a side agreement with the OFTO to address concerns. No draft agreement has yet been provided. In the absence of a binding agreement (which we remain open to engaging on), the OFTO requests that the Development Consent Order is confirmed with its preferred protective provisions incorporated and submits that this provides a reasonable and proportionate way to provide necessary protection for our undertaking, while allowing the Applicant's proposed project to proceed.

We also consider that until a satisfactory outcome has been reached on the above matters, the Applicant will not have demonstrated that the proposed compulsory acquisition can be undertaken without serious detriment to the OFTO's carrying out of its undertaking as required by section 127 of the Planning Act 2008.

Overlap of infrastructure and proposed rights

The OFTO has been seeking shapefiles from the Applicant in order to consider the specific extent of overlap between the OFTO's interests and the Applicant's proposed project. This was provided on 30 July 2026, which we welcome. The OFTO is reviewing the shapefiles to consider the full extent of the overlap between the OFTO and the proposed project, which we consider to be to be extensive.

We also note that the OFTO has raised concerns regarding the proposed land acquisition in relation to the East Anglia 1 Onshore Substation. We acknowledge that this matter has now been further discussed between our and the Applicant's legal representatives on 4 August 2026 and that the Applicant has proposed potential wording to address this issue. We have not yet had sight of the wording or time to consider it so cannot yet confirm whether this resolves our concerns.

Divergence between the OFTO and the Applicant's preferred protective provisions

The OFTO's preferred protective provisions seek to clarify and strengthen a number of areas within the Applicant's proposed protective provisions which we consider to be deficient, including providing:

1. further controls on the use of compulsory acquisitions powers to safeguard the OFTO's undertaking;
2. further drafting which ensures that damage incurred are indemnified;
3. mechanisms to ensure that removal of apparatus does not interrupt the OFTO's undertaking.

TC East Anglia One OFTO Limited

We consider that the clarity and protections added are proportionate and necessary given the detriment that could be caused to a licence holder's operations which could affect the OFTO's operate effectively and transport renewable electricity to homes without risk.

The protection sought align with (and are based on) protections sought by National Grid itself under DCOs which involve similar interactions, given that both parties are subject to the same regulatory obligations to operate an economic and efficient transmission system.

Yours faithfully



Senior Commercial Operations Manager
Transmission Investment

PART ~~20~~[X]

FOR THE PROTECTION OF TC EAST ANGLIA ONE LIMITED

Application

1. ~~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. ~~2.~~ In this Part of this Schedule —

“acceptable insurance” means general third party liability insurance effected and maintained by the undertaker with a combined property damage and bodily injury limit of indemnity of not less than a sum to be notified to the undertaker by the statutory undertaker and agreed in writing between the parties. Such insurance must be maintained (a) during the construction period of the authorised development; and (b) after the construction period of the authorised development in respect of any use and maintenance of the authorised development by or on behalf of the undertaker which constitute specified works and arranged with an acceptable insurance provider, such insurance must include (without limitation)—

(a) a waiver of subrogation and an indemnity to principal clause in favour of the statutory undertaker;

(b) pollution liability for third party property damage and third party bodily damage arising from any pollution/contamination event with a (sub)limit of indemnity of not less than a sum to be notified to the undertaker by the statutory undertaker; and agreed in writing between the parties;

“acceptable insurance provider” means an insurance provider with a credit rating that is not lower than: (i) “A-” if the rating is assigned by Standard & Poor’s Ratings Group or Fitch Ratings; and “A3” if the rating is assigned by Moody’s Investors Services Inc.;

“apparatus” means any apparatus in situ including the statutory ~~undertaker’s~~ undertaker’s underground cables running beneath the access road running from Bullen Lane to the EA1 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~~ 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;

“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of 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;

"plan" or "plans" include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

"SuDS Pond" means the sustainable drainage system pond ~~in respect of the East Anglia THREE Offshore Windfarm as authorised by the East Anglia THREE Offshore Wind Farm Order 2017 and East Anglia ONE Offshore Windfarm as authorised by the East Anglia ONE Offshore Wind Farm Order 2017;~~

"specified work" means any ~~of the authorised~~ works or activities undertaken in association with the authorised development which:

(a) ~~(a)~~ will or may be situated over or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 34(2) or otherwise; and/or

(b) ~~(b)~~ may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 34(2) or otherwise ~~"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 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.~~

"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, TC 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.

Acquisition of land ~~and removal of apparatus~~

~~3. 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.~~

(a) appropriate or acquire or take temporary possession of any land interest or apparatus of the statutory undertaker; or

(b) appropriate, acquire, extinguish, interfere with or override any easement, other interest or right and/or apparatus of the statutory undertaker,

otherwise than by agreement.

(2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out 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 legal or land interest of the statutory undertaker or affect 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 and/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 development.

(3) Save where otherwise agreed in writing between the statutory undertaker and the undertaker, the undertaker and the statutory undertaker agree that where there is any inconsistency or duplication between

the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus/including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by the statutory undertaker and/or other enactments relied upon by the statutory undertaker as of right or other use in relation to the apparatus, then the provisions in this Schedule prevail.

(4) Any agreement or consent granted by the statutory undertaker under paragraph 7 or any other paragraph of this Part of this Schedule, is not to be taken to constitute agreement under sub- paragraph (1).

~~(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 apparatus held by the statutory undertaker otherwise than by agreement.~~

Removal of apparatus

4. —(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in or possesses temporarily any land in 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).

(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 to 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), secure any necessary consents for the alternative apparatus and afford to the statutory undertaker to its satisfaction (taking into account paragraph 5(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 may in its sole discretion, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances to assist the undertaker to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation does not extend to the requirement for the statutory undertaker to use its compulsory purchase powers to this end unless it elects to so do.

(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 and 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 a written diversion agreement having been entered into between the parties and the grant to the statutory undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary 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

5. —(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 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 the matter may be referred to arbitration in accordance with paragraph 13 (Arbitration) of this Part of this Schedule and the arbitrator must 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.

Interface Agreement

6. ~~The undertaker must enter into an interface agreement with the statutory undertaker prior to the commencement of any specified works with the statutory undertaker which outlines how any potential interfaces between the authorised development and the land and apparatus in which the statutory undertaker has an interest will be managed.~~

~~4. The undertaker shall use reasonable endeavours to enter into the interface agreement prior to the commencement of any specified works with the statutory undertaker.~~

Retained apparatus protection

7. ~~5.~~ (1) ~~No stage of the authorised development within 15 metres of either the fenced area round the EAI substation or the 400kV underground cable connecting the EAI substation to the National Grid substation may commence until~~ Prior to the commencement of any specified works, the undertaker ~~has submitted~~ must submit to the statutory undertaker a plan of the proposed works.

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

(a) ~~(a)~~ the exact position of the works;

(b) ~~(b)~~ the level at which these are proposed to be constructed or renewed;

(c) ~~(c)~~ the manner of their construction or renewal including details of excavation, positioning of plant etc.;

(d) ~~(d)~~ the position of all apparatus;

(e) ~~(e)~~ by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and

(f) ~~(f)~~ any intended maintenance regimes.

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

(a) ~~(a)~~ may be given subject to reasonable conditions for any purpose mentioned in sub paragraphs

(5) ~~(5)~~ or (7); and,

(b) must not be unreasonably withheld or delayed.

(5) ~~(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 apparatus against interference or risk of damage, for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) ~~(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), and the statutory undertaker will be entitled to watch and inspect the execution of those works.

(7) ~~(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 submitted pursuant to this paragraph, must be carried out to the statutory ~~undertaker's reasonable~~ undertaker's satisfaction prior to the commencement of any authorised ~~works~~ development (or any relevant part thereof) for which protective works are required prior to commencement

(8) ~~(8)~~ If the statutory undertaker, 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, sub paragraphs (1) to (5) apply as if the removal of the apparatus had been required by the undertaker under paragraph ~~34~~ (2).

(9) ~~(9)~~ Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time 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.

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~~(10) (40)~~ 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-paragraph ~~(45) (6) and (7)~~ insofar as is reasonably practicable in the circumstances.

Access

~~8. 6.~~—(1) The undertaker ~~is to use best endeavours to~~must ensure that the statutory ~~undertaker's~~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~~undertaker's existing land rights at all times.

~~(2) (2)~~ The undertaker ~~is to use best endeavours to~~must ensure that the statutory ~~undertaker's~~undertaker's access to the SuDS Pond from the EA1 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) (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. 7.~~—(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 within the following three months or reasonably and properly incurred by the statutory undertaker in, or in connection with the inspection, removal, relaying, 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—

- (a) any costs reasonably incurred by or compensation properly paid by the statutory undertaker in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by the statutory undertaker as a consequence of the statutory undertaker—
 - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 4(3); or
 - (ii) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;
 - (iii) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
 - (iv) the approval of plans;
 - (v) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
 - (vi) 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) (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) (3)~~ If in accordance with the provisions of this Part of this Schedule—

- (a) ~~(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) ~~(b)~~ apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is

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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~~sub- paragraph (1) must be reduced by the amount of that excess save to the extent that 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) ~~(4) For the purposes of sub-paragraph (3)~~—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 sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised works 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 limitation 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 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 the supply of electricity by the statutory undertaker, or the statutory undertaker becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand accompanied by an invoice or claim from the statutory undertaker the cost reasonably and properly incurred by the statutory undertaker in making good such damage or restoring the supply; 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 and the statutory undertaker becoming liable to any third party 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 will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this 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 carries out the works 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—

- (a) 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; and/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) The statutory undertaker must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability 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.

(5) The statutory undertaker 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) The statutory undertaker must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within the statutory undertaker's reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of the statutory undertaker's control and if reasonably requested to do so by the undertaker the statutory undertaker must provide an explanation of how the claim has been minimised, where relevant.

Insurance

11.(3) The undertaker must not commence the authorised development on any land owned by the statutory undertaker or in respect of which the statutory undertaker has an easement or wayleave for its apparatus or any other interest or to carry out any works within 15 metres of the statutory undertaker apparatus unless and until the statutory undertaker is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and provided evidence to the statutory undertaker) that it will maintain such acceptable insurance for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and the statutory undertaker has confirmed the same in writing to the undertaker.

Co-operation

12.—(1) Where in consequence of the proposed construction of any part of the authorised development, the undertaker or the statutory undertaker requires the removal of apparatus under paragraph 4(2) or the statutory undertaker makes requirements for the protection or alteration of apparatus under paragraph 7, the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of the statutory undertaker's undertaking and the statutory undertaker must use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever the statutory undertaker's consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, it must not be unreasonably withheld or delayed.

Arbitration

13. ~~8. Save for differences or disputes arising under paragraph 5 (Retained apparatus protection) any~~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~~undertaker's apparatus.

Summary report: Litera Compare for Word 11.16.3.1 Document comparison done on 04/08/2026 15:05:24	
Style name: S+W	
Intelligent Table Comparison: Active	
Original filename: DCO extract.pdf	
Modified filename: Norwich to Tilbury DCO - TC East Anglia One OFTO Ltd - Deadline 8 Submission - Preferred Protective Provisi(1023740446.1).docx	
Changes:	
Add	186
Delete	102
Move From	8
Move To	8
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	304

SCHEDULE 16

PROTECTIVE PROVISIONS

PART [X]

FOR THE PROTECTION OF TC 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 –

“acceptable insurance” means general third party liability insurance effected and maintained by the undertaker with a combined property damage and bodily injury limit of indemnity of not less than a sum to be notified to the undertaker by the statutory undertaker and agreed in writing between the parties. Such insurance must be maintained (a) during the construction period of the authorised development; and (b) after the construction period of the authorised development in respect of any use and maintenance of the authorised development by or on behalf of the undertaker which constitute specified works and arranged with an acceptable insurance provider, such insurance must include (without limitation)—

- (a) a waiver of subrogation and an indemnity to principal clause in favour of the statutory undertaker;
- (b) pollution liability for third party property damage and third party bodily damage arising from any pollution/contamination event with a (sub)limit of indemnity of not less than a sum to be notified to the undertaker by the statutory undertaker; and agreed in writing between the parties;

“acceptable insurance provider” means an insurance provider with a credit rating that is not lower than: (i) “A-” if the rating is assigned by Standard & Poor’s Ratings Group or Fitch Ratings; and “A3” if the rating is assigned by Moody’s Investors Services Inc.;

“apparatus” means any apparatus in situ including the statutory undertaker’s underground cables running beneath the access road running from Bullen Lane to the EA1 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;

“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of 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.

"plan" or "plans" include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

“SuDS Pond” means the sustainable drainage system pond authorised by the East Anglia ONE Offshore Wind Farm Order 2017.

“specified work” means any works or activities undertaken in association with the authorised development which:

(a) will or may be situated over or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 4(2) or otherwise; and/or

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 4(2) or otherwise

“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, TC 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.

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

(a) appropriate or acquire or take temporary possession of any land interest or apparatus of the statutory undertaker; or

(b) appropriate, acquire, extinguish, interfere with or override any easement, other interest or right and/or apparatus of the statutory undertaker,

otherwise than by agreement.

(2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out 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 legal or land interest of the statutory undertaker or affect 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 and/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 development.

(3) Save where otherwise agreed in writing between the statutory undertaker and the undertaker, the undertaker and the statutory undertaker agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus/including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by the statutory undertaker and/or other enactments relied upon by the statutory undertaker as of right or other use in relation to the apparatus, then the provisions in this Schedule prevail.

(4) Any agreement or consent granted by the statutory undertaker under paragraph 7 or any other paragraph of this Part of this Schedule, is not to be taken to constitute agreement under sub-paragraph (1).

Removal of apparatus

4.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in or possesses temporarily any land in 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).

(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 to 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), secure any necessary consents for the alternative apparatus and afford to the statutory undertaker to its satisfaction (taking into account paragraph 5(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 may in its sole discretion, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances to assist the undertaker to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation does not extend to the requirement for the statutory undertaker to use its compulsory purchase powers to this end unless it elects to so do.

(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 and 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 a written diversion agreement having been entered into between the parties and the grant to the statutory undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary 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

5.—(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 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 the matter may be referred to arbitration in accordance with paragraph 13 (Arbitration) of this Part of this Schedule and the arbitrator must 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.

Interface Agreement

6. The undertaker must enter into an interface agreement with the statutory undertaker prior to the commencement of any specified works with the statutory undertaker which outlines how any potential interfaces between the authorised development and the land and apparatus in which the statutory undertaker has an interest will be managed.

Retained apparatus protection

7.—(1) Prior to the commencement of any specified works, the undertaker must submit to the statutory undertaker a plan of the proposed works.

(2) The plan to be submitted to the 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; and
- (f) any intended maintenance regimes.

(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 apparatus against interference or risk of damage, for the provision of protective works 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 (5), 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), 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 submitted pursuant to this paragraph, must be carried out to the statutory undertaker's satisfaction prior to the commencement of any authorised development (or any relevant part thereof) for which protective works are required prior to commencement

(8) If the statutory undertaker, 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, sub paragraphs (1) to (7) apply as if the removal of the apparatus had been required by the undertaker under paragraph 4(2).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time 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-paragraph (5) (6) and (7) insofar as is reasonably practicable in the circumstances.

Access

8.—(1) The undertaker must 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) The undertaker must ensure that the statutory undertaker's access to the SuDS Pond from the EA1 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 within the following three months or reasonably and properly incurred by the statutory undertaker in, or in connection with the inspection, removal, relaying, 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—

- (a) any costs reasonably incurred by or compensation properly paid by the statutory undertaker in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by the statutory undertaker as a consequence of the statutory undertaker—
 - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 4(3); or
 - (ii) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;
 - (iii) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
 - (iv) the approval of plans;
 - (v) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
 - (vi) 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 to the extent that 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 sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised works 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 limitation 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 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 the supply of electricity by the statutory undertaker, or the statutory undertaker becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand accompanied by an invoice or claim from the statutory undertaker the cost reasonably and properly incurred by the statutory undertaker in making good such damage or restoring the supply; 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 and the statutory undertaker becoming liable to any third party 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 will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this 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 carries out the works 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—

- (a) 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; and/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) The statutory undertaker must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability 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.

(5) The statutory undertaker 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) The statutory undertaker must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within the statutory undertaker's reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of the statutory undertaker's control and if reasonably requested to do so by the undertaker the statutory undertaker must provide an explanation of how the claim has been minimised, where relevant.

Insurance

11.(3) The undertaker must not commence the authorised development on any land owned by the statutory undertaker or in respect of which the statutory undertaker has an easement or wayleave for its apparatus or any other interest or to carry out any works within 15 metres of the statutory undertaker apparatus unless and until the statutory undertaker is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and provided evidence to the statutory undertaker) that it will maintain such acceptable insurance for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and the statutory undertaker has confirmed the same in writing to the undertaker.

Co-operation

12.—(1) Where in consequence of the proposed construction of any part of the authorised development, the undertaker or the statutory undertaker requires the removal of apparatus under paragraph 4(2) or the statutory undertaker makes requirements for the protection or alteration of apparatus under paragraph 7, the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of the statutory undertaker's undertaking and the statutory undertaker must use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever the statutory undertaker's consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, it must not be unreasonably withheld or delayed.

Arbitration

13. 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.

AENC-NG-CNS-REP-0261

Norwich to Tilbury

Volume 8: Examination Documents

**Document: 8.3.45 Signed Statement of Common Ground - TC East
Anglia One OFTO Limited - Clean Version**

Final Issue C

August 2026

Planning Inspectorate Reference: EN020027

nationalgrid

Revision History

Version	Date	Submitted at
A	26 February 2026	Deadline 1
B	21 July 2026	Deadline 7
C	4 August 2026	Deadline 8

TC East Anglia One OFTO Limited Statement of Common Ground

1. Purpose of the Statement of Common Ground

This Statement of Common Ground (SoCG) has been prepared to confirm to the Examining Authority where agreement has been reached and where agreement has not been reached between National Grid and TC East Anglia One OFTO Limited ('the OFTO') regarding specific issues arising during construction and/or operation from the interface between the proposed Norwich to Tilbury Project and the OFTO's assets.

This final signed version of the SoCG has been submitted at Examination Deadline 8.

2. Parties to the SoCG

This SoCG has been prepared by National Grid and the OFTO.

3. Background

3.1 Description of the Project/Development

National Grid Electricity Transmission plc ('National Grid') owns and maintains the national high voltage electricity transmission network throughout England and Wales. The transmission network connects the power from where it is generated to the regional Distribution Network Operators who then supply businesses and homes.

National Grid holds the Transmission Licence for England and Wales, and its statutory duty is to develop and maintain an efficient, coordinated and economical system of electricity transmission and to facilitate competition in the generation and supply of electricity, as set out in the Electricity Act 1989.

National Grid has developed plans for Norwich to Tilbury (referred to as the 'Project'). The Project would support the UK's net zero target through the connection of new low carbon energy generation in East Anglia and by reinforcing the transmission network.

The Project comprises reinforcement of the transmission network between the existing Norwich Main Substation in Norfolk and Tilbury Substation in Essex, via Bramford Substation, the new East Anglia Connection Node (EACN) Substation and the new Tilbury North Substation.

The reinforcement is needed because the existing transmission network, even with current upgrading, will not have sufficient capacity for the new renewable energy (a substantial proportion of which would be generated by offshore wind) that is expected to connect to the network over the next 10 years and beyond. Completion of the Project, together with other new

reinforcements across the country, will meet this future energy transmission demand both in East Anglia and across the UK.

The Project is a Nationally Significant Infrastructure Project (NSIP), and National Grid is seeking development consent under statutory procedures set by government. NSIPs are projects of certain types, over a certain size, which are considered by the government to be of national importance, hence permission to build them needs to be given at a national level, by the relevant Secretary of State (in this case the Secretary of State for Energy Security and Net Zero). Instead of applying to the local authority for planning permission, the developer must apply to the Planning Inspectorate for a Development Consent Order (DCO) that would grant development consent.

National Grid has submitted an application for development consent to the Planning Inspectorate. The Examining Authority (consisting of five examining inspectors), after a period of public examination, will make their recommendation to the Secretary of State for Energy Security and Net Zero, who in turn will decide on whether development consent should be granted for the Project.

The Project is identified as critical to delivering a network which supports the clean power pathways for 2030 delivery.

The Planning Act 2008 places duties on National Grid as the Applicant for development consent to consult with prescribed or affected persons as well as to take account of responses to consultation and publicity. In accordance with these statutory requirements, National Grid has undertaken two non-statutory and one statutory consultation to inform its proposals, with further targeted consultations.

4. Stakeholder Interests

The OFTO is the licensed Offshore Transmission Owner responsible for owning and operating the electricity transmission assets associated with the East Anglia One Offshore Wind Farm, one of the UK's largest energy generation projects. The company was established by Transmission Capital Partners following its successful appointment through Ofgem's competitive OFTO regime and holds responsibility for the long-term operation, maintenance and management of the transmission infrastructure connecting the offshore wind farm to the National Electricity Transmission System.

The East Anglia One transmission assets comprise a significant strategic element of the UK's energy infrastructure, including an offshore substation, approximately 86 kilometres of offshore export cable, approximately 37 kilometres of onshore export cable and associated connection infrastructure linking the wind farm to the National Grid transmission network at Bramford Substation in Suffolk. These assets facilitate the transmission of electricity generated by the 714MW East Anglia One Offshore Wind Farm, which is capable of supplying renewable electricity to hundreds of thousands of homes and forms an important component of the UK's offshore wind generation portfolio.

The East Anglia One transmission system is therefore of national importance as it enables the export of substantial volumes of renewable energy from the North Sea into the national transmission network, supporting the UK's statutory net-zero commitments, energy security objectives and wider transition towards a low-carbon electricity system. The continued operation,

integrity and accessibility of these assets is critical to maintaining secure electricity transmission arrangements and ensuring that nationally significant renewable generation can be delivered to consumers across Great Britain.

The Norwich to Tilbury scheme includes overhead transmission electric line (Route RG) from Norwich Main Substation to Bramford Substation Works to construct and install a new overhead transmission electric line between the two gantries at Norwich Main Substation and the two gantries at Bramford Substation. Interactions with East Anglia One include:

- Access route from Bullen lane widening scheme
- Haul road crossing of the OFTO underground cables.
- Landscaping and planting around RG207.

5. Matters Currently Under Discussion

ID	Issue	TC East Anglia One OFTO Limited position	National Grid position
5.1	Interface Identification and Categorisation	21/07/26 - the OFTO object to the use of compulsory acquisition powers over land leased, occupied and where interests are held by the OFTO. National Grid must seek voluntary agreement for any requirements. The OFTO have sought NGET's GIS files in relation to the 94 crossings.	The Project and OFTO's main interface is at Bramford substation, which includes cable crossing, access roads and landscaping. Land agreement matters will be discussed as part of ongoing engagement regarding Protective Provisions and Heads of Terms.
5.2	Potential Project Impacts on Stakeholder Assets and Associated Mitigations	21/07/26 - The OFTO seeks Protective Provisions to safeguard its assets and interests against any potential impacts arising from the Project. In light of the limited design detail currently available, it is not yet possible to fully assess the extent of all interactions with the OFTO's infrastructure. Accordingly, it is essential that the DCO contains appropriate Protective Provisions requiring the Applicant to consult with, engage and obtain approvals from the OFTO in respect of works that may affect its assets. These provisions are necessary to protect infrastructure of national importance that forms an integral part of the electricity transmission network and facilitates the connection of strategically important renewable energy generation to the national grid. The Applicant provided a draft set of protective provisions on 17 July 2026. There has therefore been insufficient time for the OFTO to consider and amend the protective provisions. Whilst we accept that appropriately drafted protective provisions could provide comfort on some of the OFTO's	Protective Provisions remain under discussion between the parties. The Applicant will continue discussions to seek to reach agreement and will reflect its position on those matters still remaining in dispute the Statutory Undertaker Tracker at Deadline 8. The Applicant has submitted its proposed version of the draft Protective Provisions to the DCO at Deadline 7, and any further amendments proposed by the OFTO will be considered for inclusion in the side agreement to be entered into.

ID	Issue	TC East Anglia One OFTO Limited position	National Grid position
		concerns, at present we do not consider there to be sufficient protections and we propose to prepare a more detailed mark-up of the protective provisions to ensure the protective provisions are appropriate. We intend to discuss this with the Applicant and will submit this to the ExA prior to deadline 8.	
5.3	Stakeholder engagement	21/07/26 - The OFTO notes that it is not currently referenced within the Book of Reference or the Land Rights Tracker. The OFTO has requested that the Applicant updates these documents to reflect the correct stakeholder information and accurately identify the OFTO's assets, rights and interests that may be affected by the Project. The OFTO considers that such amendments are necessary to ensure the application documents accurately record all affected parties and facilitate the proper consideration and protection of its interests during the examination.	The Applicant notes that the Book of Reference [REP6-042] and Land Rights Tracker [REP6-044] submitted at Deadlines 5 and 6 include land interests of OFTO under the name 'Transmission Capital Partners GP Limited'. The Applicant will update the Book of Reference and Land Rights Tracker at Deadline 8 to reflect the correct name of TC East Anglia One OFTO Limited, and include the relevant land plots once confirmed by OFTO.
5.4	Haul road crossings	21/07/26 – The Project includes 94 proposed crossings and interfaces with the OFTO's underground cable assets, including crossings associated with the proposed haul road. Given the strategic importance of these assets, appropriate protection measures must be implemented to safeguard the OFTO's infrastructure from damage, disruption or operational constraint. The required protection measures, construction methodologies and asset protection arrangements should be developed in consultation with, and agreed by, the OFTO and secured through an appropriate interface agreement and Protective Provisions.	As per ID 5.1, the interaction between the Project and OFTO is at Bramford substation. Interfacing haul and access roads will be managed on-site during construction, in discussion with OFTO, to ensure continued access during both construction and operational phases. Discussion between the parties to agree Protective Provisions is ongoing, and this matter will be discussed as part of progressing these agreements.

ID	Issue	TC East Anglia One OFTO Limited position	National Grid position
5.5	Access and maintenance rights	21/07/26 - The OFTO requires ongoing access to its assets at all times for operational, maintenance and emergency purposes. The OFTO therefore seeks details from National Grid as to how safe, unrestricted and timely access will be maintained throughout the delivery and operation of the Project. The OFTO's ability to undertake emergency repairs and maintenance must not be prejudiced by the Project, and suitable arrangements should be agreed between the parties and secured through the relevant project documentation and protective provisions.	See National Grid position in ID 5.4
5.6	Cable swing interface with EA1 substation	21/07/26 – The OFTO maintains that land within its East Anglia One Substation leasehold area should not be included within the Order Limits where there is no demonstrable requirement for its inclusion. Pending confirmation of the proposed design change, the OFTO seeks amendments to the Order Limits, Relevant Land Plans and associated Class 8 rights to ensure that no permanent or temporary powers are sought over its operational land. The OFTO further requires confirmation that no temporary possession powers will be exercised in respect of Class 8 land, thereby safeguarding its ability to operate, maintain and access critical transmission infrastructure without interference from the Project. The OFTO acknowledges that the Applicant reclassified plot B-20-199 at Deadline 6 in the Book of Reference and the Land Plans – Section B (E), however it is noted that the boundary of the ONSS remains as Class 2. The OFTO object to compulsory acquisition powers over any land leased,	The Applicant can confirm that it has relocated pylon RG208 within the Limits of Deviation to avoid any oversailing of the EA1 substation. As such, plot B-20/199 has been reclassified as Class 8, submitted to the examining authority at Deadline 6 and reflected in sheet 20 of 2.2 Lands Plans – Section B [REP6-008] .

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ID	Issue	TC East Anglia One OFTO Limited position	National Grid position
		occupied and where interests are held by the OFTO. The boundary forms part of the operational substation compound and therefore National Grid must seek voluntary land rights where access is required.	
5.7	Holding objection	2107/26 - The OFTO maintains a holding objection to the Project due to the current level of design uncertainty and the ongoing evolution of the Project proposals. Given the limited information available and the number of interfaces with the OFTO's assets, the OFTO is unable to fully assess the potential impacts at this stage. The objection may be capable of being withdrawn once the relevant project changes have been confirmed and appropriate Protective Provisions and contractual arrangements have been agreed to safeguard the OFTO's assets, rights and operational interests.	The Applicant note's OFTO's holding objection, and will continue to engage through detailed design to resolve outstanding matters.

1-3 Strand
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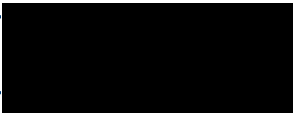
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6. Signature

This Statement of Common Ground is agreed upon by the undersigned parties:

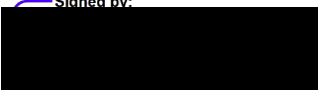
For National Grid

Name:  

Position: Project Director

Date: 04 August 2026

For TC East Anglia One OFTO Limited

Name:   Signed by:

Position: Director

Date: 04 August 2026

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