

Hornsea Offshore Wind Farm

Project Two

Update to the Status of Protective Provisions

Appendix U to the Response submitted for Deadline VII

Application Reference: EN010053

10 December 2015

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Update on the status of the Protective Provisions within the draft DCO

The Applicant confirms that save in relation to the parties mentioned in the table below, all protective provisions have been agreed with the relevant parties and representations withdrawn where submitted.

Protective Provisions Update

Outstanding

Undertaker	Protective Provisions Agreed	Any Commentary	Representation submitted?	Agreement before close of Examination?
Northern Powergrid (Yorkshire) plc	No	<p>There are currently no bespoke Protective Provisions for the benefit of Northern Powergrid (Yorkshire) Plc in the DCO.</p> <p>The Applicant is engaged with Northern Powergrid and is in the final stage of negotiations to agree protective provisions with the intention that the same be encapsulated within a private side agreement.</p> <p>The Applicant is hopeful that the protective provisions currently being negotiated will be agreed prior to the close</p>	Yes	Yes - the Applicant is making good progress and is hopeful of agreeing protective provisions prior to the close of the Examination

of the Examination. However, if this is not the case, the Applicant considers that the Utility Undertaker provisions at Part 4 of Schedule L of the DCO would apply as Northern Powergrid (Yorkshire) Plc hold a distribution licence under Part 1 of the Electricity Act 1989 and therefore fall within the definition of utility undertaker in Paragraph 36 of those provisions.

The Applicant considers the form of Protective Provisions currently at Part 4 of the draft DCO are sufficient to enable the SoS to come to the conclusion that there would be no material detriment to the undertaking of Northern Powergrid (Yorkshire) Plc. In particular:

- Paragraph 41(1) requires the Applicant to submit plans and sections of proposed works before commencing any works which would have an effect on the operation and maintenance of

		<p>Northern Powergrid's apparatus.</p> <ul style="list-style-type: none">• Paragraphs 41(2) and 41(3) provide that the Applicant's works can only be executed in accordance with the previously submitted plans and sections and then only in accordance with any reasonable requirements imposed by Northern Powergrid (such requirements to be imposed by Northern Powergrid within 21 days of receipt of the Applicant's plans and specifications), for the protection of, or for securing access to, its apparatus.• Paragraph 41(3) provides that an officer of Northern Powergrid is entitled to watch and inspect the execution of the Applicant's works.• Paragraph 42(1) provides that if access to Northern Powergrid's apparatus is materially obstructed as a		
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result of the exercise of the DCO powers then the Applicant must provide such alternative means of access as will enable Northern Powergrid to maintain or use its apparatus no less effectively than before such obstruction.

- Paragraph 43(1) requires that if, in carrying out any works which would have an effect on the operation and maintenance of Northern Powergrid's apparatus, any damage is caused to Northern Powergrid's apparatus or property, or there is any interruption in any service provided, or in the supply of any goods, by Northern Powergrid, the Applicant must bear and pay the cost reasonably incurred by Northern Powergrid in making good such damage or restoring the supply if incurred by reason or consequence of such damage or interruption.

		<ul style="list-style-type: none"> Paragraph 43(1) also requires the Applicant to make reasonable compensation to Northern Powergrid for any other expenses, loss, damages, penalty or costs incurred by Northern Powergrid in those circumstances (by reason or consequence of such damage or interruption). 		
VPI Immingham LLP	Yes	Protective Provisions for the benefit of VPI are at Part 8 of Schedule L of the DCO	Yes	Yes - it is anticipated that VPI will shortly write to PINS confirming withdrawal of all VPI representations.
ConocoPhillips (U.K.) Limited	Yes	Protective Provisions for the benefit of ConocoPhillips are at Part 10 of Schedule L of the DCO.	Yes	Yes - it is anticipated that ConocoPhillips will shortly write to PINS confirming withdrawal of all ConocoPhillips representations.