

# Hornsea Offshore Wind Farm

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Project Two

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## Draft Protective Provisions for the benefit of Hornsea Project One

Appendix W to the Response submitted for Deadline IIA  
Application Reference: EN010053

25 August 2015

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**DRAFT**

**SCHEDULE L**

**Protective Provisions**

**PART 11**

Protection for the Hornsea One Companies

1.—(1) The following provisions apply for the protection of the Hornsea One Companies unless otherwise agreed in writing between the undertaker and the Hornsea One Companies.

(2) In this part of this Schedule—

"apparatus" means the cables, structures, or other infrastructure owned, occupied or maintained by any Hornsea One Company and their successors in title, including any offshore transmission owner, within the Hornsea One Order Land;

"construction" includes execution, placing, altering, replacing, reconstruction, relaying, maintenance, extensions, enlargement and removal and "construct" and "constructed" are construed accordingly;

"Hornsea One Companies" means all of the undertakers with the benefit of all or part of the Hornsea One Order for the time being, each of which must be a licenced holder under section 6 of the Electricity Act 1989, each of which is a "Hornsea One Company";

"Hornsea One Disposal Areas" means disposal site reference HU209 and HU210 whose coordinates are specified in the deemed marine licence in Schedule 11 of the Hornsea One Order;

"Hornsea One Order" means the Hornsea One Offshore Wind Farm Order 2014, as corrected by the Hornsea One Offshore Wind Farm (Correction) Order 2015 and as it may be amended from time to time;

"Hornsea One Order Land" means the land within the Order limits defined in the Hornsea One Order together with the land edged red on plan [xx];

"Hornsea One" means the wind farm(s) to be constructed pursuant to the Hornsea One Order including, whether pursuant to the Hornsea One Order or otherwise, all

elements of the connection of the wind farm(s) to the national grid at Killingholme substation;

“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 Hornsea One Order Land;

"proposed Hornsea One Circuit Route" means the proposed route for any electrical circuit to serve Hornsea One as shown on plans produced to the undertaker by the relevant Hornsea One Company pursuant to paragraph 15 of this Part;

"relevant Hornsea One Company" means the Hornsea One Company whose undertaking includes the part of Hornsea One or the part of the Hornsea One Order Land affected by the particular proposals of the undertaker;

“specified works(s)” means so much of any work or operation authorised by this Order (or any amendment to this Order or authorised by any planning permission or marine licence intended to operate in conjunction with this Order) as is:

- (a) in, on, under, over, or within [ ] metres of a proposed Hornsea One Circuit Route and/or existing installed electrical circuit (seaward of MHWS); or
- (b) in, on, under, over, or within [ ] metres of a proposed Hornsea One Circuit Route and/or existing installed electrical circuit (landward of MHWS); or
- (c) in, on, under, over, or within [ ] metres of other apparatus installed or to be installed a part of Hornsea One

**2.** The consent of a Hornsea One Company under this Part shall not be required where the Hornsea One Order has expired without the authorised development having been commenced pursuant to requirement 3 of the Hornsea One Order and/or the project has been abandoned.

**3.** Where conditions are included in any consent granted by a Hornsea One Company pursuant to this Part, the undertaker must comply with such conditions if it chooses to implement or rely on the consent, unless those conditions are waived or varied in writing by the relevant Hornsea One Company.

**4.** It shall be reasonable for the relevant Hornsea One Company to require as a condition of granting consent under this Part that the undertaker enter into a cable proximity agreement on reasonable terms reflecting industry good practice if the undertaker proposes to install an electrical circuit at any point closer than [500

metres] to the centre line of any electrical circuit installed to serve Hornsea One or is to cross a proposed Hornsea One Circuit Route.

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

- (a) acquire any of the Hornsea One Order Land or acquire new or existing rights or interfere with existing rights or impose restrictive covenants or acquire any rights of temporary use over or in relation to the Hornsea One Order Land without the consent of the relevant Hornsea One Company, not to be unreasonably withheld or delayed but which may be made subject to reasonable conditions;
- (b) carry out any of the specified works without the consent of the relevant Hornsea One Company, not to be unreasonably withheld or delayed but which may be made subject to reasonable conditions.

**6.—(1)** Subject to obtaining consent pursuant to paragraph 5(b) above and before beginning to construct any specified work, the undertaker must submit plans of the specified work to the relevant Hornsea One Company and shall submit such further particulars available to it that such company may reasonably require.

(2) Any specified work must be constructed without unreasonable delay in accordance with the plans approved in writing by the relevant Hornsea One Company under this Part.

(3) Any approval of the relevant Hornsea One Company required under this paragraph 6 may be made subject to such reasonable conditions as it may make for the protection of the Hornsea One Order Land and the apparatus, and apparatus for Hornsea One not yet installed.

(4) If any part of the specified work is constructed otherwise than in accordance with the requirements of this Part the relevant Hornsea One Company may by notice in writing require the undertaker at the undertaker's own expense to comply with the requirements of this Part.

**7.** The undertaker must give to the relevant Hornsea One Company not less than 28 days' written notice of its intention to commence the construction of the specified works and, not more than 28 days after completion of such construction, must give the relevant Hornsea One Company written notice of such completion.

**8.** The undertaker must at all reasonable times during construction of the specified works and thereafter allow the relevant Hornsea One Company, their servants and

agents, access to such work and all reasonable facilities for inspection of any such work.

**9.** After the purpose of any temporary works has been accomplished the undertaker must with all reasonable dispatch, or after a reasonable period of notice in writing from the relevant Hornsea One Company requiring the undertaker so to do, remove any such temporary works or any materials relating thereto which may have been placed by or on behalf of the undertaker:

- (a) in, on, under, over, or within [ ] metres of a proposed Hornsea One Circuit Route and/or existing installed electrical circuit (seaward of MHWS); or
- (b) in, on, under, over, or within [ ] metres of a proposed Hornsea One Circuit Route and/or existing installed electrical circuit (landward of MHWS).

**10.** With the exception of any duty owed by the relevant Hornsea One Company to the undertaker expressly provided for in the foregoing provisions of this Part, nothing in this Order is to be construed as imposing upon the relevant Hornsea One Company, either directly or indirectly, any form of duty or liability to which the relevant Hornsea One Company would not otherwise be subject which is enforceable by proceedings before any court.

**11.** The undertaker must consult the relevant Hornsea One Company in relation to any draft disposal plan which proposes to deposit material within the Hornsea One Disposal Areas and must make such amendments as are reasonably requested by the relevant Hornsea One Company prior to submission to the MMO for approval.

**12.** Subject to complying with all relevant health and safety considerations, the undertaker must permit representatives of the relevant Hornsea One Company on any vessel carrying out dredging and/or disposal activities related to the Hornsea One Disposal Areas to monitor and verify the dredging and disposal carried out in terms of location, method, timing, quantity, nature of materials and other relevant matters.

**13.** The undertaker must give reasonable notice in writing to the relevant Hornsea One Company of the intended departure of all such vessels referred to within paragraph 12 together with written information concerning the proposed dredging and disposal activities and shall comply with all reasonable requests from the relevant Hornsea One Company to enable such verification referred to be carried out effectively and efficiently.

**14.** The undertaker must provide to the relevant Hornsea One Company a copy of each disposal return required to be submitted to the MMO pursuant to the approved disposal plan under the Order relevant to the Hornsea One Disposal Areas, such returns to include, without limitation, the actual volumes of materials disposed of, the disposal locations, the approved monitoring plan and the results of monitoring conducted.

**15.** To ensure its compliance with the provisions of this Part, undertaker shall prior to carrying out any works or operations pursuant to this Order request up to date written confirmation from the relevant Hornsea One Company of the precise route of any existing installed apparatus and any proposed Hornsea One Circuit Route or other apparatus to be installed by the relevant Hornsea One Company.

**16.** The undertaker and Hornsea One Companies shall each act in good faith and use reasonable endeavours to co-operate with, and provide assistance to, each other as may be required to give effect to the provisions of this Part.

**17.** Any dispute arising between the undertaker and the relevant Hornsea One Company under this part of this Schedule is to be determined by arbitration under article 42 (arbitration).