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FULL TRANSCRIPT (with timecode)

00:00:17:02 - 00:00:52:03

Thank you very much, everyone. The time is now. 3:12 and I'm reopening this issue specific here in the draft of animal consent order where we are currently talking about the protected provisions proposed by both the applicant and BP in relation to the overlap area for this proposal. So I ask some questions regarding the applicant's suggested protected provisions. If I can then just move on to BP's protected provisions, which provided in Annex three of RIP to oh 62.

00:00:55:18 - 00:00:58:15

And I just want to.

00:01:01:19 - 00:01:06:00

Before we go into a detailed discussion of the actual interface.

00:01:10:24 - 00:01:18:29

Agreement, which is, I think, the key thing that we need to talk to with regards to these proposed protected provisions. I just want to ask the question of Mr. Howard is

00:01:20:27 - 00:01:36:18

currently as worded, there is no. Foisting on this as there is in the applicant's proposed protected provision if insurance don't get consent, should that be from a drafting perspective?

00:01:42:00 - 00:02:14:06

Set out? Yes. Thank you. That's correct. We haven't got that. I mean, I think while we firmly expect the consent to be granted for the store, all of the remaining consents within the timeframe stated on the OGI website, which will provide you a note on it is always possible outside of our control that that process might take a few months longer, some amount longer. All consent processes have a certain element of uncertainty about them. I wouldn't want to put a drop dead date on.

00:02:14:08 - 00:02:53:15

We have to get the consents by a particular date for something as nationally significant as this for the East Coast Coast cluster plan. I suppose it's a matter for the Secretary of State as well more broadly whether even should we fail to get our consents utterly, which we don't expect at all. But if that were the case query, since this is the largest and best appraised QC potential store in the UK with the Secretary of State nevertheless wish to safeguard it for further developers to develop it in future, even if it weren't map.

00:02:55:14 - 00:03:28:27

Yeah. This is this is a obviously without prejudice a conversation. And just as you know, I've had a discussion with the applicant about the fact that we need to put forward a protective provision that covers lots of options that they may not wish to have in there. Again, do you feel that there should be something as worded on worst case scenario from your perspective, that consent isn't forthcoming, that the protected provision doesn't apply? Or, as you just pointed out, do you feel that there should be something in to safeguard it?

00:03:31:20 - 00:03:57:06

I think I'd have to take instructions on that point and come back in in writing to you. I mean, I imagine that is is whether whether if we utterly failed to get consent within whatever timeframe the secretary

state wanted to prescribe, if he felt the need to prescribe one at all. The Secretary State wanted to safeguard it for another developer to develop. I suppose that's not something that we particularly would have a view on. I would have thought they weren't in the national interest, but that's really relief. The Secretary of State.

00:03:57:22 - 00:04:27:12

Okay. If I can go to Mr. Phillips. I mean, obviously, this was something that was submitted at deadline two, and you obviously haven't provided a written response on it as yet. Is there any comments you wish to make on the honour, obviously on a without prejudice basis on the drafting of the protective provision as proposed by BP. And in particular, that point that I've just raised as to whether there needs to be an option net there based on yours that says that if consent isn't forthcoming, then effectively it doesn't apply.

00:04:29:00 - 00:04:59:20

Gareth is the Applicant. Predictably, yes. I agree with you. On without prejudice basis, I would have thought that, you know, if it gets to a point where this project isn't being advanced because it failed to get consent or license revoked or something like that, then we really are in the realms of a hypothetical project may be coming forward by another developer, hopefully, maybe someday. And I think faced with that uncertainty, then the bird in the hand is probably the one you want to grasp and you go with the full Hornsea four proposal.

00:05:00:06 - 00:05:10:24

So yes, I would expect to see similar drafting in that. And yes, I agree with Howard that that would be a matter for the Secretary State to decide. But I think drafting can be provided if you know for that situation.

00:05:11:06 - 00:05:39:09

Well, as I've just explained, I mean, what you need to work on the basis is we obviously need to put for the examining authority these put forward a suggested DCO, which would obviously be submitting for comment. And obviously one of the things that we need to look at is those protective provisions and how they're worded said you feel that something is needed then obviously if you've table something, we can take it into account. If you haven't tabled something that we don't know what wording you would prefer. So if you feel that that something should be included within that particular provision, then please feel free to update that at the next deadline.

00:05:40:24 - 00:06:13:26

If I can then just go onto the interface agreement. Because obviously the key thing for the protective, but one of the key things of this protective provision is that it would display the interface agreement and BP in the submissions have advocated that this would be possible under Section 123, subsection three of the Planning Act 2008. But that that they accept that this application is unusual and possibly unprecedented.

00:06:14:15 - 00:06:29:05

I'm note again that the applicant hasn't yet didn't comment on that at deadline two on this. Are you proposing to submit something on this interpretation of Section 123 of the Planning Act 2008? Or do you want to say something now or both?

00:06:30:28 - 00:06:57:16

Guaranteed it to the Applicant. Yes. You know, it's again, a matter of timing in that we would be proposing to submit legal put to submit legal submissions at deadline three. In any event, I have sort of the overview of those in front of me. I'm in your hands how you want to use the time this afternoon. If you would like prefer it in writing rather than today. We can do that. But I can give you.

00:06:57:27 - 00:07:29:12

I think legal submissions are often better in writing. I mean, as I've indicated throughout that at today's hearing, you know, this is a predominantly written process and the whole process allows for you to submit something, people to understand it and then comment on it. And one of the reasons we wanted to have is just this discussion. Like you, Mr. Phillips's late in the day. Right. One of the reasons we wanted to have this discussion fairly early on, because it is obviously a very big, outstanding issue. We have very limited time to try and resolve it within the timeframe of the examination.

00:07:29:23 - 00:07:52:23

So if you think it would be helpful just to provide a very brief overview now, albeit on the caveat that a more detailed submission will be coming in writing at deadline three, and obviously that BP would then have the opportunity to comment on that. But I'd be interested to know whether you interpret Section 123 of Planning Act 2008 in the same way that BP do at this stage.

00:07:53:26 - 00:08:25:25

Can say to the applicant, Thanks for that. I've tried to control my speech impediment going forward. I think our position is that, yes, section 123 is broadly drafted. Arguably, a lot of things would fall into it. But what we have not we have done extensive legal research into this, and we cannot find any example of where this provision has been used to enable the application of a commercial agreement.

00:08:26:26 - 00:09:05:15

The closest we've been able to get is really in the sort of onshore compulsory acquisition scenario where you may have an agreement that relates to land like a Section 106 agreement, for example, or an ownership point where it may be possible to override that using compulsory acquisition powers. But of course, the mitigation for that is compulsory is that is, is compensation under the compulsory acquisition code and that's why you have the power to override the impediment.

00:09:05:17 - 00:09:21:27

But the person that's disaffected by it receives compensation. That's, that's the usual way. But we can't find any precedent or legal jurisprudence that says this this provision can be used to set aside a commercial agreement in the way proposed.

00:09:23:06 - 00:09:50:26

Well, not wanting to put words in my house mouth, but I think that they do accept I mean, they have said it is novel and possibly unprecedented in the way in the submission to do that. But I suppose what I was asking was first and foremost to trying to establish if you feel that Section 123 would allow that this application. I think what you said is it's broadly drafted. So potentially it could without wanting to put words in your mouth.

00:09:52:28 - 00:09:53:13

Yes.

00:09:55:24 - 00:09:57:19

Sorry. One.

00:10:01:15 - 00:10:02:26

The answer to your question was yes.

00:10:03:17 - 00:10:04:03

Okay.

00:10:07:10 - 00:10:10:17

I'd like to just try and understand.

00:10:13:13 - 00:10:14:17

To spend one moment.

00:10:17:01 - 00:10:46:18

Is. Whether or not you consider there would be any human rights issues with this application because effectively the DCO would be interfering with the terms of the licence which was considered properly. So do you think that there are any, any wider issues to the potential this application of the interface agreement other than just the ones about it being novel and unprecedented?

00:10:48:04 - 00:11:14:29

Guarantee the applicant. Yes, there is that wider implication. To be honest, the more you look into this and see how the interface agreement was set up essentially to help manage the interest the parties had in the seabeds. Therefore, if it's if it's taken away, then it prevents orsted from from taking enjoyment of the land or the land interests that they've been given. So there is that dynamic to it.

00:11:41:10 - 00:11:48:02

It does seem like my colleague Mr. Allen has has frozen. Perhaps lost her. Are you back, Mr. Allen?

00:11:50:19 - 00:11:51:21

How? I know. I didn't realize it.

00:11:52:07 - 00:11:56:26

You had you had disappeared there. But it looks like you're back. So I will hand back over to you.

00:11:57:20 - 00:12:01:20

Like the evil fairy popping up in your writing. Do you think he.

00:12:03:25 - 00:12:16:14

I do apologize for that. Effectively, what I was just saying was that obviously BP have provided a legal submission on why as to why they think Section 123 would apply. But I just wanted to give Mr. Howard the opportunity to

00:12:18:16 - 00:12:20:29

respond at this point in time, should she want to.

00:12:24:10 - 00:12:56:24

Thank you. Yes, I think I think we would really welcome seeing Mr. Phillips representations in writing, because at the moment we we've seen really quite kind of just brief submissions that they don't think it's justified. I mean, we think clearly it is a broadly based provision, and I think Mr. Phillips accepted that in theory, therefore, we are within the vagaries of 123 and we certainly think we are. So it's a matter of kind of just justification and totally accept that it's a novel situation.

00:12:56:26 - 00:13:27:13

But this is a very unusual circumstance. And I think our main point, as we said in our legal submissions, is that the interface agreement was put in place at a time when both projects were at the pre-feasibility stage when everyone assumed the overlap was going to be possible. We have to deal with the reality of the situation now, which is as BP and the Northern Partnership suggest, that that overlap isn't possible. And therefore, what is the reality? Will. Will the Northern Wilderness Project be able to come forward? Viably.

00:13:27:15 - 00:13:47:27

Will the East Coast cluster be able to be delivered if we do not supply this interface agreement and look at it from that perspective and putting this to the Secretary of State say, but I would really welcome to see any kind of technical legal submissions in writing so that we can respond to any specific issues, including human rights, if that's something of concern to the examining authority or AusAID.

00:13:48:22 - 00:14:15:26

Well, as I say, as I caveated when I asked inviting Mr. Phillips to comment, often legal submissions are better in writing because you need to go away and you to consider them and consult on them. But just on the points that you raised with regards to the timings and paragraph 4.6 of RIP to 62, you refer to White Rose. Having done an assessment which challenged feasibility of coexistence, critics ask, When was that study done?

00:14:18:07 - 00:14:20:25

I'll just hand over to Mr. Cech for that, please.

00:14:25:22 - 00:14:37:07

Yes. But we believe the study was done in 2016 and published via some key knowledge deliverable publicly on the base government portal.

00:14:38:04 - 00:14:54:26

Okay. And and I think you provided a link to that. Can I just ask then just to clarify and get this in context, that study was done in 2016, which indicates that co-existence possibly wasn't possible. And can you just confirm again, when did BP take over this project?

00:14:56:11 - 00:14:59:05

We see the end of the license in 2020.

00:15:00:08 - 00:15:01:20

2020. Okay.

00:15:01:25 - 00:15:02:10

Thank you

00:15:05:02 - 00:15:48:02

to the applicant. If I could just add to that, the interface agreement was varied in 2016. One of the points that we the that the applicant puts forward here is that at no point until now have the parties to the interface agreement sought to amend it in the regard in the way now being chosen by BP or indeed set it aside. So the interface agreement was entered in February 2013. Despite that White Rose report coming out in 2016 that even though the interface agreement was also amended that same year, no no opportunity was taken to to amend it in light of the White Rose Report.

00:15:48:15 - 00:16:24:15

BP then acceded to the to the interface agreement on the 10th of February 2021. Didn't do anything to amend the agreement at that time when they entered it. And it's only now sort of in the in the months before the examination kicked off, that suddenly there was a suggestion from BP that they'd like to supply the interface agreement. And this comes to our point, and I won't go into it too far because I know we're waiting for written raps on this, but essentially all this opportunity to change the interface agreement between the parties involved in them.

00:16:25:02 - 00:17:03:03

None taken to date, no concern raised at all. And here we are with suddenly one party saying, Oh, it doesn't suit us any more. So let's use statutory provision to tear it up, throw it away and move forward

on a different basis. And the other general point I want to make briefly is this is an application by Orsted. And we have to justify the powers that we seek in our application. The burden of proof is on us to demonstrate to the examining authority and the Secretary of State that the powers we seek in this statutory instrument are appropriate and proportionate.

00:17:03:13 - 00:17:37:04

Right. We are not seeking a power to set aside the interface agreement BP on behalf of the partnership. Therefore, the burden of proof is not on the applicant, but the burden of proof is on BP to demonstrate to the examining authority and the Secretary of State that this is an appropriate power to include in the DCO and that it is proportionate and that they have factored in every aspect of it in order to give the right advice to you as the examining authority and also to the Secretary of State.

00:17:37:24 - 00:18:15:18

So far, we have about one page on that, and it says in there that this is compelling justification. It's not 2.1. Protective provisions are a qualification of powers in the DCO. Similarly requirements. Protective provisions are not a power in a DCO. So so it's not correct to do it that way. Secondly, the Crown Estate will need to give consent to such a power if it's included under section one, three, five two because essentially it's a power.

00:18:16:06 - 00:18:51:19

Yeah. That would be included in an order that makes it provision applying to crown land. So this was why in our written submissions we were saying we haven't seen had any indication from the Crown estate of their position on the interface agreement and nor have we seen anything suggesting that if such a power were included in the DCO that they would consent to it under section one three, five two. So we still have many legal loopholes to go through on this before BP has demonstrated even close to justification that this is something that should be in the DCO.

00:18:53:07 - 00:18:53:22

Thank you.

00:18:55:01 - 00:18:58:04

Thank you, Mr. KURTZ. Miss Howard. You want to comment on what you just heard?

00:19:00:27 - 00:19:06:08

I think I'd like Mr. Keck to comment on the timing points that were made, if I may.

00:19:08:17 - 00:19:09:20

Okay. Mr. Cook?

00:19:10:18 - 00:19:47:09

Yes, madam. So on the point of the interface agreement being placed in 2016, we would just like to point out that that was also the year in which the White Rose Project was stopped as a result of the demonstration project organised by the Government. That was stopped at a time. So our understanding was that the White Rose Project at the time had compiled a draft storage permit. Well, that fast. And they had produced these key knowledge deliverables which was subsequently handed over to base to be published.

00:19:47:11 - 00:20:25:06

But that that project was effectively stopped. It was also in that year that the zone development agreement was then converted into a series of individual agreement for the for Hornsea one, two, four, respectively. And those were the the primary changes that came into effect within that interface agreement. BP did not was was not party to the agreement until 2020, although we note that we have

been in good faith in conversations with that since 2019 as we started picking up the activities of endurance, which is reflected in that technical assessment for the past two years.

00:20:26:29 - 00:21:03:15

Okay. Thank you. And I mean, I just want to take it back to a very basic point. It's a bit like the point I make with regard to the Section 1 to 6 agreements. It's very difficult for the examining authority to understand what is being misapplied when they haven't actually had sight of the document. And I know from the submissions made that obviously you need to get permission from the Crown Estate to be also party to agreement as to whether or not you can release it into the examination. But can I just ask for an update as to what the situation is with that, if we are at any point going to get interface agreement submitted into the examination?

00:21:04:11 - 00:21:34:25

Howard Yes, I'm very mindful of that and we have prepared a submission explaining section by section the provisions of the interface agreement and the implications of supplying them, because we know that you would need to see that of course, and we are still in discussions with the Crown Estate. I think from a from a legal point of view, we don't actually need their consent, but we want to collaborate with them and to do it with their approval. So we're hopeful that for deadline three, we can get them comfortable with releasing the agreement.

00:21:36:15 - 00:21:37:00

Okay.

00:21:39:16 - 00:22:12:21

And to complete that picture for the applicant, we have confirmed our agreement to the submission of the interface that we don't object to that at all. But it may well help the examination if the examining authority might write to Crown Estate, asking if they are willing for this to be put in. It becomes a bit of a stalemate in negotiations and I think neither party did receive an answer as to whether or not it can be submitted.

00:22:12:23 - 00:22:16:19

So it may assist if if the examining authority could take that action. Thank you.

00:22:16:23 - 00:22:23:06

Are you suggesting that we issue a Rule 17 letter to the Crown Estate requesting a copy of the interim agreement as a way forward?

00:22:25:12 - 00:22:29:14

Something less formal might do the job. But yes, as a as a backstop, I think that would help.

00:22:31:03 - 00:22:34:21

Something we will take away as an action plan for ourselves to consider.

00:22:39:03 - 00:22:40:10

Okay. And.

00:22:44:02 - 00:22:57:15

I just want to clarify and go back to both parties if there's anything further with regards to the interface agreement that they want to raise with me already now obviously realizing that going forward this is a still an evolving process.

00:23:02:28 - 00:23:06:05

So if I can go as Howard first in the final.

00:23:07:27 - 00:23:08:12

Response.

00:23:09:24 - 00:23:24:11

We are happy to provide further justification in writing. MARTIN But it would be helpful to also hear in more detail any any criticisms or concerns that will stick has specifically as well. But. Well.

00:23:24:20 - 00:23:26:13

As I'm. Sorry

00:23:28:05 - 00:23:41:17

to say. As I understand it, I mean, there are still discussions going on between and that seems to be the inference from your deadline to response that there are still ongoing discussions and negotiations happening outside of the examination form between yourself and the Senate. Is that correct?

00:23:42:17 - 00:23:53:12

There are, yes. But I believe that even if were those to be successful, we would still be seeking to supply the interface agreement via the DCO. We wouldn't be seeking to.

00:23:53:14 - 00:24:06:23

Visit some of the points that you picked up. We need to work collaboratively together. There would be potentially that opportunity to do it through that form rather than through the examination, is what I was saying. And then coming back with a yes. Okay. Thank you. Yep. So.

00:24:08:15 - 00:24:41:23

Gareth is absolutely right about collaboration is what in fact the interface agreement and all relevant policy requires. So taken on board, I think we need to map out a program for this. Otherwise we're going to have to have submissions going in either direction. So it might be helpful if, as the burden of proof is on BP, if they go first in, if you like, finalizing, bolstering their legal submissions. And then one piece of that, the applicant will then provide a written response.

00:24:42:12 - 00:24:48:26

Otherwise you'll end up with with two, two submissions at the same time that don't actually relate to one another. So that might help my system.

00:24:50:27 - 00:25:03:08

It may well do. But can I just ask where in that we've just discussed about you submitting something on your thoughts about Section 123? Would that happen before, after, or at the same time as that.

00:25:05:23 - 00:25:26:21

Constitutes the applicant? I'm proposing one submission, one submission comprising legal submissions from the applicant. So either we go first in relation to the submissions already made by BP or BP, both of those first. And we then reply to the to the full justification that they've set out.

00:25:29:06 - 00:25:32:11

Just looking up. So I just pulled up the timetable in front of me cause.

00:25:34:10 - 00:26:01:09

As I'm sure you picked up by now. I'm fairly concerned about the timeline that we have for determining that information and considering information. So we've got deadline three coming up, which is the 21st of April 2022, which is next week. And that's obviously quite a short this week.

That's a fairly short turnaround in terms of getting stuff in. And then the next step down after that is deadline for which is the 10th of May.

00:26:03:14 - 00:26:46:07

And then following on from that is the excuse further written questions on the 30th of May. I think possibly the way forward and I don't think Mr. Fletcher going on behind the scenes with me at this is I'd prefer given we have had quite a lot of submissions from BP on this matter. If we could have something from you at deadline three along the lines that you've talked about in terms of the legal position and how you feel about it, and if we can have a response from BP, a deadline for what that would enable us to do is that if we've got any further questions in relation to that, that can be put into the queue to which would be on the after deadline for would that work for you?

00:26:47:02 - 00:27:20:21

I'm currently the applicant. I'm really not trying to be difficult, but but we are being the applicants being disadvantaged here. This hearing has been brought before, Dale three when we were going to have the opportunity to put submissions in. So we've had to essentially BP have had the advantage of putting their submissions in detail, too. They've come before we've come before this hearing, before the applicant's case is complete. Now we're being given the burden of the short deadline to respond to all the submissions to get in the deadline three. And then BP will have the advantage of a longer deadline to respond to what we've put in.

00:27:20:28 - 00:27:51:15

And I come back to my point. The burden of proof is on BP. If it were the other way round and the applicant was seeking a power that was controversial. You know, we would be the emphasis would be put on us very heavily from my experience of other examinations that that come on applicant. You need, you need to put all your cards on the table and tell us how you justify this power. So it seems to me there's a little imbalance there, but I'm in your hands. You know, it's your examination to control, as we know. So we will have to respond. As you wish.

00:27:52:18 - 00:28:29:07

Well, I understand. However, all we've done is brought this hearing forward by just over a week. And it was. And in doing so, we have provided you with additional time to debate and consider the matter. Because if this matter was being considered at issue specific, having three on the 26th of April, which is when it was initially going to be Programme four, there are other matters on the agenda and so you have had the advantage of a whole afternoon to discuss and debate these matters and I have given you lots of opportunities, not necessarily to come back immediately, but to come back in writing and to raise the points that we need answers to.

00:28:29:24 - 00:28:51:09

As I've mentioned, we only have six months. If matters are not resolved by the end of the examination, then that will have to be reported to the Secretary of State. And so I would have thought in your own best interest you would want to have that tied down as much as possible before the end of the examination. And given you and BP have been discussing this for over two years and we all where we are.

00:28:53:06 - 00:28:57:01

We need to obviously keep that pressure on to get that resolved. So.

00:28:58:18 - 00:29:09:08

If you feel that confident that you would like that pushed down the line, then let's go with that. But obviously, it does mean that any further written questions on the 30th May will be limited.

00:29:14:15 - 00:29:16:13

I think I'll end the submissions there. Thank you.

00:29:17:23 - 00:29:34:15

Okay. So just to clarify, I would like. BP to respond to the points that are being raised by the applicant, which I think the indication is in terms of deadlines. Three with the.

00:29:37:02 - 00:29:38:13

With me. Yeah.

00:29:42:24 - 00:29:44:08

So I'm just looking at the timetable.

00:29:50:10 - 00:30:02:05

Mr. Fitz can just ask a question with regard to the point that you raised with regard to Section one, three, five, two and Crown consent. Are you proposing that that was picked up tomorrow at a compulsory acquisition hearing?

00:30:04:14 - 00:30:08:25

Gareth character to the applicant. We can make the same point tomorrow, but

00:30:10:10 - 00:30:14:11

BP won't be attending. I don't think it's really a point, Mr. States.

00:30:16:13 - 00:30:39:24

So yes, it is not nice, but it's certainly not not the responsibility to seek the Crown Estate's consent to what BP wants. So it's really a matter for BP to take away and then inform the examining authority as to what progress they've had with receiving the Crown Estate consent pursuant to section 1352 in respect of the application of the interface agreement.

00:30:40:28 - 00:31:09:24

Okay. I think again is another action point for the examining authority. What will come back to you as it is with a confirmed timeline for those responses in terms of when we want information from each of the parties? I don't think it's appropriate to try and do that now on the hoof because I need to look at that in the context of the whole examination timetable. And so on that basis, is there anything further anyone wants to raise with regard to.

00:31:11:26 - 00:31:19:21

The protection provisions and and the overlap area in relation to this item on the agenda.

00:31:25:04 - 00:31:31:24

My. In that case, I'm going to pass you over to Miss Howard. Sorry.

00:31:35:22 - 00:31:38:28

Sorry. I was simply going to confirm there was nothing else that we wanted to say.

00:31:39:24 - 00:31:48:17

Thank you. And so if I can pass over to my colleague, Mr. McArthur, to do with that action concerning our business.

00:31:52:24 - 00:31:53:20

Thank you, Miss Darling.

00:31:55:08 - 00:32:13:20

I will move on then to item on the agenda, which is any other business that we've not been notified that anyone wishes to raise any other business that's relevant to this hearing. But before we close, can I ask one final time whether there are if there are any other matters that any party wishes to raise at this point?

00:32:18:06 - 00:32:38:17

And I see no hands up. So I will take that to be a no. And we will move on in terms of action points. We have an extensive number of action points today, and I propose that rather than go through each of these in detail now, they will be published on the project page of the National Infrastructure Websites in the next day or two.

00:32:40:08 - 00:33:00:04

If there are no other items that are relevant to this hearing, may I remind you that the timetable for this examination requires that parties provide any posting documents on or before deadline three, which is Thursday, the 21st of April 2022. I also remind you that the recording of this hearing will be placed on the inspectors website as soon as practicable after this hearing.

00:33:01:21 - 00:33:29:22

The next virtual event for this application, as Ms. Dowling mentioned, will be the compulsory acquisition hearing, which will be held tomorrow, Wednesday, the 13th of April 2022. The agenda for which is available on the project page of the National Infrastructure Websites. The next issue specific hearing on onshore environmental matters, which will be held on Tuesday 26th April 2022. And the agenda for this will also be available on the project page of the National Infrastructure website very shortly.

00:33:31:18 - 00:33:42:27

At this point, I may also take the opportunity to highlight the issue. Specific hearing on April 26, 2022, will start at 9:30 a.m. rather than our usual 10 a.m. Stop start time.

00:33:44:14 - 00:34:02:27

Now, before we close, we would, as an examining authority, like to thank all of you, all of today's participants for their time and assistance. During the course of this hearing, we shall consider all of your responses carefully, and they will inform the examining authority's decision whether further written questions and or a further round of hearings will be necessary.

00:34:04:13 - 00:34:16:26

The time is now. 3:46 p.m.. And this specific hearing on the draft development consent order for the proposed Hornsea four project hornsea project four Offshore Wind Farm is now closed. Thank you.