

SCHEDULE 13
MODIFICATIONS TO AND AMENDMENTS OF THE DOGGER
BANK CREYKE BECK OFFSHORE WIND FARM ORDER 2015

Schedule 12 to the Dogger Bank Creyke Beck Offshore Wind Farm Order 2015

1. After Part 5 of Schedule 12 insert new Part 6—

“PART 6
PROTECTION OF ORSTED HORNSEA PROJECT FOUR LIMITED

Application

1. The following provisions of this Part of this Schedule will have effect unless otherwise agreed in writing between the undertaker and Hornsea Four.

Interpretation

2. In this Part of this Schedule—
- “the Hornsea Four Order” means the Hornsea Four Offshore Wind Farm Order 202*;
 - “the Hornsea Four Order land” has the same meaning as the term “Order land” in article 2(1) of the Hornsea Four Order;
 - “Hornsea Four” means Orsted Hornsea Project Four Limited, (Company No. 08584182) whose registered office is at 5 Howick Place, London, England, SW1P 1WG or any person having the benefit of the Hornsea Four Order pursuant to article 5 thereof;
 - “the Order” means this Order; and
 - “the respective authorised developments” means the developments authorised by the Order and the Hornsea Four Order respectively.

Regulation of powers over the Hornsea Four Order land

3.—(1) The undertaker may not exercise the powers under any of the articles of the Order specified in sub-paragraph (2) over or in respect of the Hornsea Four Order land otherwise than with the prior written consent of Hornsea Four.

- (2) The articles referred to in sub-paragraph (1) are—
- (a) article 13 (street works);
 - (b) article 14 (temporary stopping up of streets);
 - (c) article 15 (access to works);
 - (d) article 17 (discharge of water);
 - (e) article 19 (authority to survey and investigate land);

- (f) article 28 (rights under or over streets);
- (g) article 29 (temporary use of land for carrying out authorised project);
- (h) article 30 (temporary use of land for maintaining authorised development);
- (i) article 36 (felling or lopping of trees and removal of hedgerows).

(3) In the event that Hornsea Four withholds its consent pursuant to sub-paragraph (1) it will notify the undertaker in writing of the reasons for withholding such consent and (if applicable) the time period during which such consent will be withheld.

Co-operation

4. Wherever in this Part of this Schedule provision is made with respect to the approval or consent of Hornsea Four, that approval or consent shall be in writing (and subject to such reasonable terms and conditions as the undertaker may require), but shall not be unreasonably withheld.
5. In the event that Hornsea Four does not respond in writing to a request for approval or consent within 28 days of receipt of such a request, Hornsea Four is deemed to have given its consent (without any terms or conditions).
6. Insofar as the construction of the respective authorised developments is or may be undertaken concurrently, the undertaker shall—
 - (a) co-operate with Hornsea Four with a view to ensuring—
 - (i) the co-ordination of construction programming and the carrying out of works; and
 - (ii) that access for the purposes of constructing the respective authorised developments is maintained for the undertaker and Hornsea Four and their respective contractors; and
 - (b) use reasonable endeavours to avoid any conflict arising between the carrying out of the respective authorised developments.
7. Insofar as the construction of the authorised development gives rise to the need to modify any scheme secured by a requirement contained in Part 3, Schedule 1 to the Hornsea Four Order, the undertaker will provide such assistance as is reasonably necessary to support Hornsea Four in pursuing any such modification.

Requirements

8. Insofar as compliance with paragraph 3(1) of this Part prevents the undertaker from complying with any requirement contained in Part 2 of Schedule 1 to the Order, the undertaker will not be in breach of such requirement for the time period specified in paragraph 3(3).
9. In the event that paragraph 6 applies, the undertaker will provide the relevant planning authority with a copy of the reasons given by Hornsea Four for refusing consent and the time period pursuant to paragraph 25(3).
10. It will be a defence for any person charged with an offence pursuant to section 161 of the Planning Act 2008 (Breach of terms of order granting development consent) to prove that they were not able to comply with a requirement contained in Part 2 of Schedule 1 to the Order due to the effect of paragraph 3 of this Part.

Arbitration

11. —(1) Any difference or dispute arising between the undertaker and Hornsea Four under this Part of this Schedule shall, unless otherwise agreed in writing between the undertaker and Hornsea Four, be referred to and settled in arbitration, by a single arbitrator to be agreed upon by the parties within 14 days of receipt of the notice of arbitration, or if the parties fail to agree within the time period stipulated, to be appointed on application of either party (after giving written notice to the other) by the Secretary of State.

(2) Should the Secretary of State fail to appoint an arbitrator under paragraph (1) within 14 days of the application, the referring party may refer to the Centre of Effective Dispute Resolution for appointment of an arbitrator.

(3) Article 39 (arbitration) will not apply to any difference or dispute under any provision of this Part of this Schedule.”.