



Hornsea Project Four

Written Summary of the Applicant's Oral Case at Issue Specific Hearing 7

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Revision Summary

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1 Introduction

1.1.1.1 Issue Specific Hearing 7 (ISH7) on the Draft Development Consent Order matters for the Hornsea Project Four Offshore Wind Farm took place on 18 July 2022 at 09:30 am and was held virtually, with attendees attending via Microsoft Teams.

1.1.1.2 The ISH7 broadly followed the agenda published by the Examining Authority (the ExA) on 11 July 2022 (The Agenda). The ExA, the Applicant, and the stakeholders discussed the draft Development Consent Order (draft DCO) Articles, and Schedules with the purpose to:

- clarify issues around how the draft DCO is intended to work – what would be consented, the extent of the powers and what requirements, conditions, provisions and agreements are proposed;
- identify any possible issues of prevention, mitigation or compensation that are not covered by the DCO as currently drafted; and
- establish or confirm the views of Interested Parties as to the appropriateness, proportionality or efficacy of the proposals.

Table 1: Summary of the Issue Specific Hearing 7

Item	ExA Question/Context for discussion	Applicant's Response
<i>Agenda Item 1 - Welcome, introductions, arrangements for the hearing</i>		
1	Welcome, introductions and arrangements for the hearing	<p>The representatives for the Applicant introduced themselves as follows:</p> <ul style="list-style-type: none"> - Gareth Phillips, Partner at Pinsent Masons LLP - Amy Stirling, Senior Associate at Pinsent Masons LLP - Claire Brodrick, Senior Associate at Pinsent Masons LLP <p>The representatives for interested parties introduced themselves as follows:</p> <ul style="list-style-type: none"> - Andrew Tait QC, instructed by Herbert Smith Freehills, representing BP Exploration Operating Company Limited - Ben Kek, on behalf of BP Exploration Operating Company Limited - Max Roe, on behalf of Harbour Energy - Matthew Sunman, Principal Planning Officer at East Riding of Yorkshire Council - Guy Deperville, General Counsel at Bridge Petroleum Limited - Robbie Leask, Head of Development at Bridge Petroleum Limited - Russell Dunham, in-house legal adviser at Trinity House <p>The Examining Authority ("ExA") introduced themselves and noted that there would no attendance at the hearing from the following parties:</p> <ol style="list-style-type: none"> 1. Doggerbank Offshore Wind Farm Project 1 Projco Limited or Doggerbank Offshore Wind Farm Project 2 Projco Limited; 2. The Environment Agency; 3. The Marine Management Organisation ("MMO"); 4. The Maritime and Coastguard Agency ("MCA"); 5. Natural England 6. Perenco UK Limited; or 7. The Royal Society for the Protection of Birds ("RSPB"). <p>The ExA noted that for the purpose of the hearing, it would be referring to the draft DCO which had been submitted at deadline 5a (REP5a-002).</p> <p>The ExA reiterated that the purpose of the hearing was to discuss the drafting of the DCO as opposed to the merit of the measures or mitigation the DCO sought to secure. Those</p>

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		<p>measures and mitigations would be discussed in other hearings later in the week. Any discussion of the mitigation and compensation is on a without prejudice basis.</p> <p>Finally, the ExA clarified that the agenda for the hearing referred to schedule 2 at agenda item 4, but this should be schedule 1.</p>
<i>Agenda Item 2 – Changes to the draft DCO</i>		
2.1	<p>The ExA asked the Applicant to provide a summary of the changes that had been made to the DCO since Issue Specific Hearing 1 (“ISH1”).</p>	<p>Amy Stirling on behalf of the Applicant noted the following changes:</p> <ol style="list-style-type: none"> 1. Various minor amendments made at the request of interested parties; 2. Provisions allowing the reader to convert measurements in LAT to measurements in HAT; 3. A reduction in the number of gravity base structures for wind turbines from 110 to 80; 4. Extension to time period after which the relevant highways authority is deemed to have given consent; 5. Additional wording added to temporary use powers in respect of the Driffield Canal; 6. The inclusion of provision for a landscape management and maintenance plan; 7. Various amendment to the requirements in Part 3 of Schedule 1 as a result of stakeholder feedback; 8. Agreed amendments to requirement 23 on Ministry of Defence radar mitigation; 9. Agreed amendments to requirement 28 on Claxby radar mitigation following discussions with NATS; 10. Amendments to the protective provisions (“PPs”) for Network Rail and the Endurance project; 11. Addition of PPs for Neo Energy (SNS) Limited, Perenco UK Limited and Bridge Petroleum 2 Limited (post-hearing note: update also made to add PPs for Northern Powergrid (Yorkshire) PLC); 12. Amendments to the deemed marine licences (“DMLs”) at the request of the MMO and other parties including provision for: <ol style="list-style-type: none"> a. Outline operation and maintenance plan; b. Vessel traffic monitoring;

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		<ul style="list-style-type: none"> c. Further mitigation and monitoring for marine mammals following first four piling events in certain circumstances; d. Close out reports to be submitted to various stakeholders following completion of construction; e. Confirmation no more than 5% of cables in the Smithic Bank to be subject to cable protection; <p>13. Updates to schedule 15 list of documents to be certified to reflect updates throughout the Examination process;</p> <p>14. Updates to schedule 16 compensation provisions to include provision for contributions to the Marine Recovery Fund.</p> <p>The ExA thanked the Applicant for the update and noted that this showed the DCO was a live document subject to change throughout the examination process.</p>
<p><i>Agenda Item 3 – Articles and Schedules of the draft DCO (excluding Schedules 1, 9, 11, 12, 15 and 16)</i></p>		
3.1	<p>The ExA noted that the definition of “bridge link” in Part 1, article 2 lacked clarity. In the Applicant’s responses to the ExA’s Second Written Questions (“ExQ2”), the Applicant confirmed that following consultation with the MCA, it had agreed a 20-metre minimum aircraft. This is referred to in other application documents but is not secured in the DCO itself. The ExA asked whether article 2 should be clarified accordingly to refer to 20-metre minimum aircraft.</p>	<p>Post hearing clarification: During the hearing the Applicant referred to the Layout Principles as controlling the minimum height of a bridge link, however on further review the Layout Principles define the minimum separation distance between a bridge link rather than the minimum height of a bridge link. The definition of bridge link in the draft DCO does however refer to “20-25m above sea level”. The Applicant confirms the reference to “above sea level” should be to above LAT.</p> <p>The Applicant will review this definition and the requirements for deadline 7 and seek to clarify the drafting.</p> <p>The ExA noted there would be an action point for the MMO and MCA to advise whether they were satisfied with the Applicant’s response. the ExA asked Trinity house whether it had any comments. It did not.</p>
3.2	<p>The ExA noted that the definition of “bridge link” in the DCO referred to “overhead clearance personnel” and asked what was meant by this term.</p>	<p>Ms Stirling confirmed that the Applicant would review the drafting and provide an update to the DCO to be submitted at deadline 7. The Applicant can confirm that the definition should read “overhead clearance for personnel”.</p>

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3.3	<p>The ExA noted that the DCO only had work no. 6 onwards located in the jurisdiction of ERYC. However, the competent authorities for work no. 5 were both the MMO and ERYC. The ExA therefore asked if the DCO should be updated accordingly.</p>	<p>Ms Stirling agreed that the works in the intertidal area should be covered by both authorities and confirmed that the Applicant would review the drafting and update the DCO to be submitted at deadline 7 as necessary.</p> <p>The ExA asked ERYC if it agreed with the Applicant and the ExA. Mr Sunman on behalf of ERYC confirmed he did.</p>
3.4	<p>The ExA asked the Applicant how it could be confident that the updated coordinates in Schedule 1 Part 1 were correct.</p>	<p>Ms Stirling explained that the changes to the coordinates in the DCO had taken place following the discussion in ISH1 on where mean high water springs were situated on the works plans. The plans were then updated, which led to updates to the coordinates in the DCO.</p> <p>The ExA noted that it would add an action point for the MMO and Trinity House to confirm whether they were happy with the Applicant's explanation of the reason for the changes.</p>
3.5	<p>The ExA asked the Applicant how it could be confident that the coordinates were correct, given there had been a number of amendments.</p>	<p>Ms Stirling noted on behalf of the Applicant that an explanation of how the coordinates had been plotted warranted more detail than she was able to give in the hearing, but she confirmed that the Applicant would provide a written summary after the hearing. Post hearing clarification: the coordinates in Schedules 1 and 11 are correct. The Applicant will update the coordinates in Schedule 12 to ensure that they exactly match those in the works plans given the temporary access ramp may be located within the intertidal area.</p>
<p><i>Agenda Item 4 – Schedule 1 of the draft DCO (Requirements) and Schedules 11 and 12 of the draft DCO (Deemed Marine Licences)</i></p>		
4.1	<p>The ExA noted that Natural England submitted comments on the DCO at deadline 5a (REP5a-029) and that the Applicant had since submitted its responses to Natural England's comments (AS-036).</p>	<p>The ExA noted that as Natural England was not present to advise whether it was satisfied with the Applicant's responses, there would be an action point following the hearing for Natural England to advise whether it was satisfied in writing.</p>
4.2	<p>The ExA asked the Applicant to confirm how mitigation would be secure for any energy balancing infrastructure.</p>	<p>Claire Brodrick for the Applicant advised that the mitigation for energy balancing infrastructure was already adequately secured by provisions on design in requirement 7 in combination with safety management provisions under requirement 26.</p>

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4.3	<p>Does this need to be secured by a separate requirement, or is this covered by requirement 7?</p> <p>The ExA asked whether the requirements in Part 3 of Schedule 1 should refer to the aircraft above LAT for the bridge links as mentioned earlier in the hearing.</p>	<p>Please see response to agenda 3.1 above.</p> <p>There was no further comment from Trinity House.</p> <p>The ExA confirmed it would issue an action point for the MMO and MCA to advise whether it believed it was necessary to add the aircraft height to Part 3 of Schedule 1.</p>
4.4	<p>The ExA asked whether the definition of "bridge link" should also be added to the definitions contained in Schedules 11 and 12 of the DCO.</p>	<p>Ms Stirling agreed and confirmed the Applicant would add these definitions to the DCO to be submitted at deadline 7.</p> <p>The ExA asked whether condition 2 of the DMLs should also be updated accordingly.</p> <p>Ms Stirling confirmed the Applicant would consider the drafting of condition 2 and if necessary would make the relevant updates to the DCO for deadline 7.</p>
4.5	<p>The ExA noted that had the MMO been present at the hearing, the ExA would have asked it to comment on Natural England's point 7 in REP5a-031 regarding cable deployment. The ExA noted that the Applicant had limited the deployment of cable protection to 15 years and asked the Applicant to confirm where this was secured.</p>	<p>Ms Stirling confirmed that this was secured in condition 26 of Part 2 of Schedule 11 and condition 27 of Part 2 of Schedule 12.</p>
4.6	<p>The ExA noted that condition 4(6) of the DMLs (now condition 4(4)) requires the submission of an operations and maintenance plan to the MMO. The MMO believe the timeframe attached to this condition should be 6 months whereas the Applicant believes it should be 4. The ExA asked the Applicant what precedent there was for using 4 months as the timeframe.</p>	<p>The Applicant advised that 4 months is well precedented in other offshore wind farm orders other than the East Anglia One North and East Anglia Two decisions. Ms Stirling confirmed that the minimum timeframe for submission of documents to the MMO in the DCOs for Norfolk Vanguard, Norfolk Boreas and Hornsea Three Offshore Wind Farms was 4 months. Ms Stirling confirmed the Applicant would check whether this included an operation and maintenance plan.</p> <p>Post-hearing note: The Applicant can confirm the Hornsea Three Offshore Wind Farm Order, the Norfolk Boreas Offshore Wind Farm Order 2021 and the Norfolk Vanguard</p>

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		Offshore Wind Farm Order 2022 require the submission of an offshore operations and maintenance plan to be submitted to the MMO no later than four months prior to commencement of the operation of the licensed activities.
4.7	The ExA raised the MMO's concerns about reinstatement following drilling of the exit pits. The ExA believed that the reinstatement measures sought by the MMO would be covered by conditions 13(1)(c) and 13(1)(h) but asked the Applicant to confirm.	Condition 13(1)(c) and (h) – MMO have expressed concerns about reinstatement following exit pits. Ms Stirling confirmed that the measures sought by the MMO would be specified in the cable specification and installation plan but noted that that was not listed explicitly in condition 13(1)(h) and as such confirmed that the Applicant would review the proposed drafting. The Applicant can confirm the outline cable specification and installation will be updated to secure further detail in relation to reinstatement of HDD exit pits at deadline 6.
4.8	The ExA raised a request from the MMO that as the DMLs would need to stand alone, all defined terms used in them should all be defined in schedules 11 and 12 as well as Part 1 of the main DCO.	Ms Stirling advised that the Applicant believed it had copied across all definitions used in the DMLs to schedules 11 and 12, except for "bridge link", which the Applicant would add. The ExA an action point for the MMO to advise the ExA and the Applicant whether it believed there were any definitions missing.
4.9	The ExA noted that the MMO had stated that the clearance of any unexploded ordnances would fall outside of the activities licenced by the DMLs and as such would need to be the subject of a separate application for a licence to the MMO.	Ms Stirling stated that the Applicant was aligned with the MMO on this topic and agrees that any clearance of unexploded ordnances would need to be the subject of a separate application for a marine licence. The Applicant is not seeking such powers under the DCO.
4.10	The ExA noted a point from the MMO as raised in REPS-107 . The MMO believed that the wording "under its control" should be deleted from condition 5(1) of the DMLs as it restricts the application of the condition to vessels operated directly by the Applicant only.	<p>Ms Stirling noted that when engaging any contractors or agents to operate vessels on its behalf, the Applicant would have contractual terms with those agents and contractors requiring them to comply with the terms of the DMLs. As such, the deletion of "under its control" in the DMLs is not necessary.</p> <p>The ExA noted an action point for the MMO to review the Applicant's response and to confirm whether they had any outstanding concerns.</p> <p>Trinity House advised it was satisfied with the Applicant's response on this point.</p>

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4.11	Regarding the Site Integrity Plan, the ExA noted that the Applicant and the MMO do not agree on whether a condition to secure that plan should be included in the DMLs. The ExA asked the Applicant to comment.	Ms Stirling advised that the Site Integrity Plan is secured by condition 13(1)(j). It is the drafting of that condition that the MMO and the Applicant disagree on. The Applicant's drafting of the condition aligns with the DCOs for Norfolk Boreas, Norfolk Vanguard and Hornsea Three Offshore Wind Farms but the MMO would like to amend the drafting to align with the DCOs for the East Anglia ONE North and Two Offshore Wind Farms.
4.12	The ExA noted that Natural England raised a concern in REP5a-031 (point 13) that the conditions in the DMLs do not require the Applicant to comply with the marine mammal monitoring plan. The ExA invited the Applicant to comment on that statement.	Ms Stirling noted that the Applicant had responded to that concern of Natural England to clarify that conditions 17-19 of Part 2 of Schedule 11 and 12 secure a marine monitoring plan which must be prepared in accordance with the outline marine monitoring plan. The outline marine monitoring plan is a certified document for the purpose of article 38 of the DCO. Document F2:7 Outline Marine Monitoring Plan (APP-242) was submitted with the DCO application and section 3.6 of that outline plan makes provision for monitoring for marine mammals.
4.13	The ExA raised a general point from Natural England. Natural England had noted that there may be merit in including landfall activities in a separate DML. The ExA noted that the Application had already provided its response to that point in AS-036 but asked whether the Applicant had any further comments.	Ms Stirling stated that it was the Applicant's position that the structure of the DCO and DMLs was appropriate and consistent with precedent. The Applicant was not aware that the structure suggested by Natural England had been used in any other offshore windfarm DCOs.
<i>Agenda Item 5 – Schedule 9 of the draft DCO – Protective Provisions</i>		
5.1	The ExA asked the Applicant to provide an update on the negotiation of the protective provisions (PPs) for National Grid as electricity and gas undertaker.	<p>Ms Brodrick for the Applicant advised that a meeting took place with National Grid on 6 July 2022. National Grid have now instructed solicitors to deal with the property elements of negotiations with the Applicant. Draft agreements have been circulated. The Applicant is expecting a substantive response by the end of the month and a follow-up meeting is scheduled for 29 July 2022.</p> <p>In relation to the PPs, National Grid have indicated that they require general amendments to Part 3 of Schedule 9 to split out the provisions for the benefit of National Grid Electricity Transmission PLC and those for National Grid Gas PLC. Amendments will be made to the DCO for deadline 7 accordingly. A separate side agreement is also in the process of being negotiated between National Grid and the Applicant however there are outstanding issues relating to topics such as indemnities, security, insurance and dispute resolution. Ms Brodrick confirmed the Applicant was hopeful that an agreement would be reached by deadline 7</p>

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		<p>but advised that if this was not the case, the Applicant would submit its recommended PPs for National Grid along with a statement confirming the Applicant's reasoning as to why section 127 of the Planning Act 2008 is satisfied.</p> <p>The ExA asked whether National Grid Electricity Transmission PLC or National Grid Gas PLC intended to submit their preferred PPs to the ExA.</p> <p>Ms Brodrick advised that they probably would do so.</p>
5.2	<p>The ExA asked the Applicant for an update on the PPs for Network Rail. The ExA believed that an option agreement had been agreed between the parties and that a private side agreement was still outstanding.</p>	<p>Ms Brodrick confirmed that engrossments for the Option Agreement (relating to property matters) and Framework Agreement (relating to PPs) had been circulated for signature and that there would be some amendments to the PPs for Network Rail made to the DCO to be submitted at deadline 7 as a result which have been agreed with Network Rail. The Applicant was confident that these agreements would be completed prior to the close of the Examination.</p>
5.3	<p>The ExA noted that the most recent representation from the Environment Agency (REP5-099) indicated that the issues at Watton Beck were still not resolved. This was confirmed by the Statement of Reasons update (REP5-039).</p>	<p>Ms Brodrick advised that the Applicant had not received any comments or amendments from the Environment Agency (EA) on the PPs included in the draft DCO. However, discussions are ongoing with the EA in relation to the heads of terms for land agreements and it is anticipated that there will be provisions in that agreement relating to the interactions at Watton Beck. Ms Brodrick noted that the Applicant was waiting to receive comments on the heads of terms from the EA. The Applicant and the EA are planning to meet in the week following the hearing or in the first week of August.</p> <p>The ExA noted an action point for the Environment Agency to confirm whether it would be submitting its preferred PPs before the close of examination.</p>
5.4	<p>The ExA noted that Doggerbank Offshore Wind Farm Project 1 Projco Limited and Doggerbank Offshore Wind Farm Project 2 Projco Limited ("Doggerbank") had submitted their preferred wording for PPs and their suggested amendments to schedule 13. The ExA noted that it had not seen comments from the Applicant on these submissions and asked if the Applicant had any comments.</p>	<p>Ms Brodrick confirmed that the Applicant was in discussions with Doggerbank and intended to propose agreed wording shortly. The majority of Doggerbank's proposals are acceptable in principle provided that reciprocal wording is added to Schedule 13 so that the Applicant has equivalent protection. with the Applicant and Doggerbank need to agree the best place for such reciprocal wording to go (e.g. in the PPs or a separate side agreement).</p>

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5.5	The ExA turned to the PPs for BP Exploration Operating Company Limited ("BP"). The ExA asked if the latest PPs proposed by the Applicant were the ones submitted at deadline 5a.	Gareth Phillips for the Applicant confirmed.
5.6	The ExA asked if the latest PPs suggested by BP were the ones contained in REP4-059 .	Mr Tait advised that the PPs suggested by BP were in appendix 1 of REP4-059 , updated by paragraph 6.3 of annex 2 of its deadline 5a submission (REP5a-025), and would be further updated by some drafting on compensation to be submitted at deadline 6.
5.7	The ExA focussed first on the drafting proposed by the Applicant. It asked whether paragraph 2(b) of the PPs should be amended to specifically state 4 months rather than make a reference to a timeline in another paragraph.	<p>Mr Phillips indicated this was acceptable and that the Applicant would update the drafting in the DCO to be submitted at deadline 7.</p> <p>The Applicant can confirm paragraph 2(b) of Part 8 of Schedule 9 will be updated as follows at deadline 7 (see red underline):</p> <p><i>"2 In the event that—</i></p> <p>...</p> <p><i>(b) the consents required to develop the NEP Project are not obtained <u>within four months of the coming into force of this Order by the date specified in paragraph 5</u>; or</i></p> <p>..."</p>
5.8	The ExA asked BP whether the 28-day timeframe in paragraph 6 of the PPs suggested by the Applicant was sufficient in BP's opinion.	Mr Tait advised that he would need to take instructions.
5.9	The ExA asked if the 3-month timeframe in paragraph 7 was sufficient in the view of BP.	Mr Phillips noted that the timescales in the PPs had been considered much earlier in the examination and indeed during the last set of hearings. There had even been an amendment to the timeframes in the PPs (paragraph 5) by the Applicant following comments by Mr Kek on behalf of BP in ISH1.
5.10	The ExA asked the parties if there were any further comments on the drafting of the Applicant's suggested PPs in Part 8 of Schedule 9 of the DCO.	The ExA noted that it did not wish to take any submissions on technical information in the present hearing as the purpose of the present hearing was to address the drafting of the DCO and there were already numerous submissions containing the technical evidence of the parties.

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		<p>Mr Tait commented amending the drafting to accommodate BP's concerns would therefore mean deleting sub-paragraphs (a) to (e) in the definition of "evaluation".</p> <p>Mr Phillips clarified that sub-paragraphs (a) to (e) had been drafted on the basis of Mr Sewell's indication of what work would need to be undertaken to understand whether the Endurance aquifer could be used and taken forward. Some of that work is already underway. The Applicant did not expect those sub-paragraphs to be controversial as it is understood from an expert that that work would need to be undertaken in any event for the Endurance project to proceed.</p> <p>Mr Phillips noted that the matters raised by Mr Tait would be covered by the coexistence and proximity agreement, as detailed in paragraph 10 (for example, rig access, area of seabed and airspace required).</p>
5.11	The ExA turned attention to the PPs proposed by BP. It noted that paragraph 4, as currently drafted, did not contain a timeframe for a response from BP.	Mr Phillips noted that in the PPs suggested by the Applicant, there is an obligation on the notified party to respond within 28 days and so the Applicant would expect a similar provision here.
5.12	The ExA asked BP to advise on the reasoning behind a longstop period of 5 years in paragraph 11 of the PPs suggested by BP.	<p>Mr Tait advised that the reasoning behind this drafting was to ensure sufficient flexibility for unforeseen delays.</p> <p>Mr Phillips noted the inconsistencies in BP's approach. When reviewing the PPs suggested by the Applicant, BP wanted to avoid longer timeframes as BP believed this creates uncertainty around investment decisions. However, BP's own draft of the PPs proposes a 5-year longstop date. If it would take 5 years to get consent for the Endurance project, that does cast some doubt on the assertions that investment decisions need to be taken with finality next year (2023).</p> <p>The ExA asked the Applicant how the 5-year timeframe in paragraph 11 would interact with the Applicant's build programme.</p>

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		<p>Mr Phillips stated that under the provisions as drafted by BP, the Applicant would be prohibited from carrying out works in the overlap zone for the period of five years from the coming into force of the Order.</p> <p>The ExA noted that it would need, in any event, to recommend appropriate drafting when making a recommendation to the Secretary of State. As such, it asked both parties to advise what an acceptable longstop date may be.</p> <p>Mr Phillips noted that in line with the Applicant's suggested PPs, the longstop date should be 4 months from the coming into force of the Order.</p>
5.13	The ExA asked whether the plans associated with the PPs of each party had been prepared by the parties in collaboration.	Mr Phillips advised that the plans had not been prepared in collaboration.
5.14	The ExA reiterated that it had not yet reached a conclusion on what it would recommend to the Secretary of State in relation to the coexistence of Hornsea Project Four and the Endurance project. The ExA wanted however to clarify its understanding of paragraph 2.9 of the Interface Agreement. The ExA asked whether the effect of this paragraph was that the Interface Agreement could be varied by separate commercial agreement.	<p>Mr Phillips confirmed this was correct.</p> <p>The ExA asked whether, if the ExA declined BP's request to disapply the Interface Agreement, the parties could still vary it in any event.</p> <p>Mr Phillips confirmed this was correct.</p>
5.15	The ExA noted that one of BP's assertions was that the amount of compensation which may be payable in the event that coexistence is not possible was unquantifiable. The ExA asked why BP believed this was the case.	<p>Mr Tait noted that at the heart of the issue was a timing issue. There is no requirement to identify the compensation at a particular time and in particular at a time which would precede the investment decisions in 2023.</p> <p>The ExA noted the complexities but stated that BP was an experienced operator and as such it seemed reasonable that quantum of compensation could be calculated.</p> <p>Mr Phillips advised that the ExA was correct and that it was the Applicant's position that the compensation could indeed be calculated at this time. The mechanism for the</p>

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		<p>calculation may be in dispute but there is indeed a means to quantify the loss if the project were not to proceed.</p> <p>The ExA asked if there would also be a means to calculate the loss of power which would be associated with the loss of the project.</p> <p>Mr Phillips confirmed that was correct.</p> <p>The ExA noted that it was difficult to discuss compensation since it had not yet seen any figures from the parties. However, the ExA noted that it was difficult to believe that a figure could not be produced based on the provisions of the Interface Agreement.</p> <p>Mr Phillips asked whether it would be possible for BP to submit their suggested PPs before deadline 6 so that the Applicant could begin considering them. Mr Phillips also noted the inconsistencies in BP's approach to the Interface Agreement. Its position had initially been that it wanted to disapply it in its entirety. BP now no longer wish to disapply the Interface Agreement but they wish to apply a mechanism for a third party deciding on compensation. However, the Interface Agreement already contains provisions for expert determination on compensation. BP seems to be trying to redesign the Interface Agreement through the DCO process. It is a tried and tested principle of law that consenting regimes do not need to replicate commercial agreements.</p> <p>Mr Tait advised that BP would do its best to provide its suggested PPs to the Applicant as soon as possible and in any event prior to deadline 6. He also noted in response to Mr Phillips' points that the Interface Agreement is based on the assumption that colocation is feasible. It follows that the compensation provisions in the Interface Agreement are also based on that assumption and a first-come-first-served approach. BP believes that this is not in the public interest. Mr Tait stated that it is common ground between the parties that the Secretary of State is best placed to make any decisions on colocation and timing.</p> <p>Mr Phillips stated that it is not accurate to say that the Interface Agreement assumes that coexistence is going to be achievable. The purpose of the Interface Agreement is for the</p>

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		<p>parties to work together to see if coexistence is achievable. If not, the compensation provisions in it would apply.</p> <p>The ExA noted that one of the assertions put forward by BP during the examination had been that compensation is unquantifiable. However, it seems that actually the issue is that the mechanism for calculating compensation under the Interface Agreement is different to that sought by BP.</p> <p>Mr Tait stated that this was correct as the Interface Agreement, in the view of BP, does not allow for the issue of viability.</p> <p>Mr Phillips reiterated that if the Interface Agreement isn't deemed to be sufficient in terms of the calculation of compensation, clause 2.9 provides a mechanism for varying the agreement. The parties would simply need to agree what the compensation should be and then vary the Interface Agreement accordingly. There is also a process for expert determination under the Interface Agreement.</p> <p>The ExA asked Mr Tait how BP's approach to compensation would be different to that in the Interface Agreement.</p> <p>Mr Tait noted that the key difference was viability and that the Interface Agreement does not consider this. He also noted that there was no incentive for the Applicant to renegotiate the provisions in the Interface Agreement on compensation.</p> <p>The ExA asked BP why potential compensation for Hornsea Project Four had not been factored into the devex costs in BP's TRI business model, given that the potential need to pay this was known to BP at the time it was developing its business case.</p> <p>Mr Tait sought instructions and in the meantime Mr Phillips stated that Mr Tait's comment about the Applicant having no incentive to vary the provisions on compensation was not correct. The Applicant would gain more certainty for its project and it would know what it</p>

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		<p>can build. He also noted that there is nothing in the Interface Agreement which precludes consideration by the expert of the issue of viability.</p> <p>The ExA noted that at various points in the hearing, the representatives of BP had said that the compensation was unquantified, as opposed to unquantifiable and asked BP to clarify which was correct.</p> <p>Mr Tait stated that as matters stand currently, the compensation mechanisms do not take into account the decisions on investment for the Endurance project which are due to take place next year (2023), making it difficult to quantify.</p> <p>Mr Phillips noted that the compensation was unquantified but not unquantifiable.</p> <p>The ExA asked whether the Applicant could provide an estimate for compensation to the ExA.</p> <p>Mr Phillips noted that the Applicant could do so on a confidential basis. However, the quantum of compensation is not a planning matter and it would be more appropriate for qualified experts to decide on exact amounts. What is a planning matter however is for the ExA and the Secretary of State to agree that there is an appropriate mechanism to calculate the compensation.</p> <p>Post hearing clarification: The ExA has confirmed in its Rule 17 letter dated 25 July 2022 that any information submitted by the Applicant would be published on the Planning Inspectorate website and so the Applicant is unable to disclose confidential commercial information within the Examination process.</p> <p>The ExA asked whether the parties thought it was likely that an agreement could be reached by the close of the examination.</p>

Item	ExA Question/Context for discussion	Applicant's Response
		<p>Mr Phillips advised that the Applicant would endeavour to work with BP to resolve the outstanding issues, but given where the parties are, it seemed unlikely that the position would be agreed by the end of the examination.</p> <p>Post-hearing note: The Applicant wishes to take this opportunity to confirm that notwithstanding bp's proposal is no longer to disapply the Interface Agreement in its entirety (rather certain provisions of it), it remains the case that consent from The Crown Estate pursuant to section 135(2) of the Planning Act 2008 would be required for any abrogation or modification of the agreement. The Applicant understands that The Crown Estate is also of this view.</p>
5.16	<p>The ExA noted that in REP2-051 the Applicant advised that it was in discussions with Neo Energy (SNS) Limited ("Neo"). PPs were inserted in the DCO for Neo at deadline 3. The ExA asked the Applicant to confirm whether these PPs had been inserted with the agreement of Neo.</p>	<p>Nicola Allan on behalf of the Applicant advised that the PPs had been inserted without the agreement of Neo. Although discussions were ongoing, progress was slow. There have since been further discussions with Neo and a draft cooperation agreement has been sent to them.</p> <p>The ExA noted an action point for Neo to advise whether it happy with the PPs.</p>
5.17	<p>The ExA noted that Perenco UK Limited had indicated it had reached agreement with the Applicant. The ExA asked whether the PPs for Perenco would be removed from the DCO.</p>	<p>Ms Allan advised that two of the three agreements to be signed with Perenco had now been concluded. Once the final agreement has been signed, the Applicant will remove the PPs for Perenco.</p> <p>Post Hearing note: two of the three Agreements with Perenco were completed on 14th July 2022 and the notification submitted to the ExA to remove the Protective Provisions from the DCO pertaining to the microwave link and the radar early warning system.</p>
5.18	<p>The ExA noted that Norther Powergrid has indicated that the PPs in the DCO do not accord with their standard PPs. A joint position statement was submitted at deadline 1 but has not been updated since. REP5-039 indicates that agreement has been reached with Northern Powergrid. The ExA asked the Applicant for an update.</p>	<p>Ms Brodrick on behalf of the Applicant indicated that an agreement with Northern Powergrid has been signed and is due to be completed within the week. The Applicant anticipates as per the terms of that agreement that Northern Powergrid will withdraw their objection. Ms Brodrick confirmed that agreed PPs had already been included in the draft DCO for the benefit of Northern Powergrid</p> <p>The ExA asked the Applicant if the PPs for Northern Powergrid would remain in the DCO.</p>

Item	ExA Question/Context for discussion	Applicant's Response
		<p>Ms Brodrick confirmed they would.</p> <p>Post-hearing note: The Applicant notes that Northern Powergrid has now formally withdrawn its objection following completion of a side agreement with the Applicant. The Applicant will not therefore be submitting a s127 statement in respect of Northern Powergrid.</p>
	<p>The ExA noted that PPs for Bridge Petroleum were inserted in the DCO at deadline 5. The ExA asked if Bridge Petroleum 2 Limited was part of the same group as Bridge Petroleum Limited.</p>	<p>Robert Leask on behalf of Bridge Petroleum Limited ("Bridge") confirmed that Bridge Petroleum 2 Limited is a subsidiary of Bridge Petroleum Limited.</p> <p>The ExA noted that in REP5-026, Bridge refers to certain clauses and asked Bridge to clarify whether those were in the PPs or an agreement.</p> <p>Guy Deperville on behalf of Bridge confirmed that those were references to the PPs.</p> <p>The ExA asked Bridge to explain its concerns in relation to those clauses.</p> <p>Mr Phillips noted that Bridge's development is at this point aspirational. The Applicant has already gone some way to respect the area for Bridge's wellheads even when funding for that development is not yet in place and there is a lack of certainty. Mr Phillips also noted that Bridge has indicated in relation to paragraph 4 of the PPs that it would like complete flexibility on when it brings forward its development and the Applicant will need to simply fit in. In relation to paragraph 5 and the purported lack of flexibility, the PPs were drafted by the Applicant but it has not yet received comments back on them and would be willing to consider Bridge's comments on paragraph 5. Finally, Mr Phillips noted that there had been a typographical error in that paragraph 6 and 7 had become combined in the PPs and that this would be updated in the version of the DCO to be submitted at deadline 7.</p> <p>The ExA asked Bridge to submit its alternative wording for the PPs for the consideration of the Applicant and the ExA.</p>

Item	ExA Question/Context for discussion	Applicant's Response
		<p>Mr Deperville confirmed this would be done.</p> <p>Mr Phillips also confirmed that an updated set of PPs with the typographical error corrected would be provided directly to Bridge and submitted into Examination at the earliest opportunity. Post-hearing note: A corrected version of the PPs were provided to Bridge and submitted into Examination following the hearing.</p>
5.19	The ExA asked the Applicant why no PPs for Northern Gas Network Limited had been provided to date.	Ms Brodrick indicated that Northern Gas Network Limited (" NGN ") was already covered by the PPs in Part 1 of Schedule 9 as a gas transporter. NGN have not requested bespoke PPs but they have requested a crossing deed, which is currently being negotiated. NGN have now instructed solicitors and the Applicant has received comments on that draft deed. The Applicant is confident that it will be able to conclude those negotiations and that NGN will remove its objection. If not, the Applicant will submit a statement confirming why section 127 of the Planning Act 2008 is satisfied at deadline 7.
5.20	Finally, the ExA noted that the Applicant aims to have most matters in relation to the PPs agreed by deadline 7 but asked the Applicant to confirm that if it did not, it would submit a statement at deadline 7 outlining its section 127 and 138 case under the Planning Act 2008.	<p>Ms Brodrick confirmed that the Applicant would submit a s127 statement at deadline 7.</p> <p>The ExA also noted that many issues relating to the PPs had been resolved by separate commercial agreement. Whilst the ExA did not wish to see copies of all those agreements, it asked whether the Applicant could provide a table summarising what has been agreed to in each of those commercial agreements.</p> <p>Ms Brodrick confirmed that the Applicant could submit such a table confirming the existing of such agreements but not the terms due to confidentiality provisions.</p>
<i>Agenda item 6 – Schedule 15 of the draft DCO – documents to be certified</i>		
6.1	The ExA noted that there had been a significant number of updates to documents in the Examination Library and asked the Applicant to confirm that it intended to update Schedule 15 to capture all of those updates to certified documents.	<p>Ms Stirling confirmed that the Applicant was updating Schedule 15.</p> <p>The ExA suggested that the Applicant send the updated schedule to Natural England ahead of deadline 7, due to their representations made so far.</p> <p>Ms Stirling confirmed that the Applicant would indeed discuss with Natural England to discuss the best way to get their comments. Post-hearing note: Natural England has</p>

Item	ExA Question/Context for discussion	Applicant's Response
		responded to the Applicant to confirm they are looking to the Applicant and regulators to demonstrate how it is appropriately secured and have no further comments on Schedule 15.
6.2	The ExA noted that some of the documents referred to in the Outline Code of Construction Practice were included in Schedule 15 but not all of them. The ExA asked why this was.	Ms Brodrick advised that the Applicant would review Schedule 15 and ensure that all relevant documents had been included for deadline 7.
<i>Agenda Item 7 – Schedule 16 of the draft DCO – compensation to protect the coherence of the National Site Network</i>		
7.1	The ExA asked the Applicant to confirm that the purpose of the separate “without prejudice” Schedule 16 which had been submitted into the examination was so that should the ExA decide that further compensation was necessary, it has the Applicant’s proposed measures.	Ms Stirling confirmed that this was the purpose.
7.2	The ExA noted that there was currently no express provision in Schedule 16 on the timing of the preparation of the kittiwake compensation implementation and monitoring plan (“ KCIMP ”) and asked the Applicant to comment.	Ms Stirling noted that the timetable for preparation of the KCIMP is to be agreed under the plan of work which is secured by paragraph 2(c) of Part 1 of Schedule 16. The Applicant’s position is that it is not necessary at this point to further specify the timetable.
7.3	The ExA noted that both versions of Schedule 16 (without prejudice version and the version currently included in the DCO) would require funding. The ExA asked how the funding had developed throughout the examination and asked if the DCO needed updating accordingly.	<p>Ms Stirling noted that the funding statement submitted at the start of the examination provided sufficient contingency to cover the funding of the compensation models. The £500,000 one-off payment has been added to the DCO but there was already provision for that payment to be made for prey availability research in the funding statement.</p> <p>The ExA asked the Applicant to confirm the detail of this funding and how it fits in with the funding statement in writing.</p> <p>Post Hearing note: the Without Prejudice Derogation Funding Statement (APP- 202) refers to the payment of £500,000 into “a prey availability fund” to be paid in 5 instalments of £100,000. In the DCO submitted at DL5a, this has been converted into a one off payment to be made prior to operation into the Marine Recovery Fund or an equivalent fund to the</p>

Item	ExA Question/Context for discussion	Applicant's Response
		<p><i>extent that a fund has been established.</i> The wording of Schedule 16 Part 3 will also be amended to reflect the fact that the draft requirement should only be a restriction on operation to the extent a fund is available to pay into.</p> <p>However, if a fund is not available the Applicant remains committed to pay the sum of £500,000 with such sum to be governed through a bilateral agreement with the relevant government body such as DEFRA or Natural England.</p> <p>Part 3 of Schedule 16 will be updated at deadline 7 as follows (see blue underline):</p> <p><u>"To the extent a fund has been established,</u> no turbine forming part of the authorised development may begin operation until the undertaker has paid the sum of £500,000 (five hundred thousand pounds) to the Marine Recovery Fund".</p>
7.4	The ExA noted that the Marine Recovery Fund does not yet exist and asked the Applicant to comment on how payment would therefore be made to it.	Ms Stirling noted that the drafting allows for payment to be made either to the Marine Recovery Fund or an equivalent fund established by the Secretary of State by virtue of the definition of "Marine Recovery Fund".
7.5	The ExA outlined that the payment to the Marine Recovery Fund needed to be necessary to make the development acceptable, directly related to the development and fairly and reasonably related in scale and kind to the development and asked the Applicant to confirm if this was the case.	Ms Stirling confirmed that it was. The payment is linked to a prey availability measure which has been requested by some consultees but is unable to be funded by a single developer.
7.6	Finally, the ExA noted a comment from the MCA that the location of the proposed nesting structures is not known. It is not understood whether the coordinates for those nesting structures would be included in the DCO.	<p>Ms Stirling advised that the Applicant did not propose to include those coordinates in the DCO but instead to submit a separate marine licence application in due course for the nesting structure, with such application having its own consultation procedure.</p> <p>The ExA noted an action point for the MCA to confirm whether it deemed the Applicant's response on this point to address their representation.</p>

Agenda Item 8 – discharge of requirements/conditions post-decision

Item	ExA Question/Context for discussion	Applicant's Response
8.1	<p>The ExA asked the organisations responsible for the discharge of conditions and requirements that were resent whether they believed they had sufficient resource to be able to do so.</p> <p>wanted to take opportunity to check with organisations responsible for approvals of conditions, requirements, etc. that they have sufficient resource for those approvals</p>	<p>Mr Sunman on behalf of ERYC confirmed that there was a planning performance agreement in place and ERYC believes it has sufficient resource.</p> <p>Mr Dunham on behalf of Trinity House also considered that it had the requisite expertise and resource.</p>
8.2	<p>The ExA asked finally where it could find a list of consents, licences and applications required for the development.</p>	<p>Ms Stirling noted that these could be found in the consents management plan (APP-233). The Applicant would keep the need to update this plan under review throughout the examination.</p>
<i>Agenda Item 9 - Action points arising from the Hearing</i>		
9.1		See table 2
<i>Agenda Item 10 – Any other business</i>		
10.1	<p>The ExA noted that for efficient, the Applicant should not submit an updated DCO at deadline 6 but should do so at deadline 7 instead. The ExA asked the Applicant to confirm it was happy to do so.</p>	Mr Phillips confirmed.
10.2	<p>The ExA also advised that due to the cancellation of the compulsory acquisition hearing, it had a number of minor points to deal with in writing. As such, those points, along with any points arising from the hearings held this week would be included in a rule 17 letter to be issued in the week following the hearing. The ExA noted that the rule 17 letter would include a request for all interested parties to work with the Applicant to issue updated joint position statements by deadline 7. The ExA asked the Applicant to note an action point to submit a schedule of all joint position statements and their status.</p>	

Item	ExA Question/Context for discussion	Applicant's Response
<i>Agenda Item 11 – Close of Hearing</i>		

Table 2: Summary of the Issue Specific Hearing 7 – Action Points

Action	Description	Action by	Deadline	Applicant's Comments/where has the action been answered
1	Provide opinion whether the minimum air draft for the 'bridge link' should be specified in the draft Development Consent Order (DCO) Article 2 definition and/ or in draft Deemed Marine Licenses (DML).	MCA, and MMO	6	
2	Include bridge link in draft DML Part 1 Item 1 definitions and clarify the "overhead personnel clearance" description.	Applicant	7	An updated draft DCO will be submitted at Deadline 7 to clarify this drafting. Please also see response to agenda item 3.2 above.
3	Amend Schedule 1, Part 1 of the draft DCO to reflect that Work No 5 covers the intertidal zone and the competent authority for this area would be the East Riding of Yorkshire Council (ERYC) as well as the MMO.	Applicant	7	An updated draft DCO will be submitted at Deadline 7 to clarify this.
4	Re-confirm and clarify the coordinates in the draft DCO related to those in the Works Plan in relation to the intertidal zone.	Applicant	6	<p>The Applicant has reviewed the coordinates in the draft DCO related to those in the works plans. The coordinates in Schedules 1 and 11 are correct. The coordinates in Schedule 12 will be updated at Deadline 7 to match the works plans given the temporary access ramp may be located within the intertidal area.</p> <p>The coordinates relating to the intertidal area in the draft DCO and DMLs and the Works Plans are calculated based on seabed/beach elevations at the time of data acquisition. MHWS and ODN were derived from Environment Agency DTM</p>

Action	Description	Action by	Deadline	Applicant's Comments/where has the action been answered
				Lidar Data 2020. LAT and MLWS derived from Fugro 2020 MBES Data. MHWS and MLWS were calculated using UK08 VORF model and reducing data via ETRF89.
5	Comment on the changed coordinates listed in the draft DCO for the intertidal area.	MMO and ERYC	7	
6	Review documents submitted by the Applicant including its [AS-036] response to Natural England's (NE) [REP5a-031] and provide a written response on any outstanding matters of concern.	NE and MMO	6	
7	Review the recording of today's ISH7 discussion and provide any comments by D6.	MMO	6	
8	Confirm satisfaction or not that the Layout Principles in the DMLs would be sufficient in terms of offshore design parameters and that these don't need to be specified in Requirement 3 of the draft DCO.	MMO and MCA	6	
9	Comment on the [REP5a-031] concerns raised by NE about Condition 4 of the DMLs regarding licence for cable repair protection (see Condition 26 of Schedule 11 and Condition 26 of Schedule 12).	MMO	6	
10	Listen to the recording of ISH7 and provide comments on the wording of Part 2 Condition 5(1) and Part 2 Condition 13(1) as appropriate	MMO	6	
11	Confirm satisfaction with the Applicant's confirmation that all vessels under the control of the undertaker's agents and contractors would be required by the terms of their contract with the undertaker to comply with the terms of the DMLs, in relation to Schedules 11 and 12 Part 2 Condition 5(1).	MCA	6	
12	Provide comments regarding updates for Schedule 11 Part 2, Conditions 17 to 19, Management Plans.	MMO	6	
13	Comment on NE suggestion that landfall activities should be covered in a separate schedule of the draft DCO and the Applicants response in [AS-036].	MMO	6	

Action	Description	Action by	Deadline	Applicant's Comments/where has the action been answered
14	Provide a preferred alternative drafting for the respective Protective Provisions for use where agreement with the Applicant has not been reached.	National Grid plc and National Grid Electricity Transmission plc	6	
15	If agreement not finalised with the Applicant, comment by D6 as to when preferred drafting for Protective Provisions would be submitted and whether this would differ from the most recent version contained in Annex 2 of [REP2-086]. If it would differ, then provide preferred drafting for the protective provision by D7.	Network Rail Infrastructure Limited	6 and 7	
16	Confirm if it intends to provide preferred wording for Protective Provision in light of any outstanding disagreement regarding the crossing of Watton Beck and disapplication of the Environmental Permitting Regulations and if so, when.	Environment Agency	6	
17	To review wording of Schedules 9 and 13 in light of the comments made by Doggerbank Offshore wind Farm projects 1 and 2 [REP5-093] and amend as necessary.	Applicant	7	The Applicant will review this and consider updating the DCO for Deadline 7.
18	Consider amending the drafting of Schedule 9, Part 8, 2(b) to provide greater clarity over the timescale.	Applicant	7	Please see response to agenda item 5.7 above. The Applicant will update the DCO for Deadline 7 to clarify this drafting.
19	Provide detailed response on the proposed timescales in the Protective Provisions, including paragraphs 6, 7 and 8 as to whether the time frames are appropriate and if not, why not and what timeframes would be appropriate.	BP Exploration Operating Company Limited (BP)	6	
20	Submit alternative proposal for longstop period for the Protective Provision to fall away.	Applicant	6	The Applicant's position remains that an appropriate longstop date would be four months from the coming into force of the Order (as set out in its PPs and

Action	Description	Action by	Deadline	Applicant's Comments/where has the action been answered
				cognisant of bp's proposed Financial Decision Investment date of June 2023).
21	Submit alternative proposal for longstop period for the Protective Provision to fall away.	BP	6 or earliest	
22	Consider and instruct whether/ how any confidential information regarding compensation could be considered and reported on should it be submitted into the Examination.	ExA	Rule 17	
23	Confirm if satisfied with the latest iteration of the draft Protective Provisions and if not suggest alternative wording.	Neo Energy (SNS) Limited	6	
24	Provide to Bridge Petroleum Limited an update to Protective Provisions to clarify merged paras 6 and 7.	Applicant	6	This information was provided to Bridge Petroleum and the Examining Authority on 19 July 2022 following ISH7. Please see document G6.14 Bridge Petroleum Protective Provisions .
25	Once in receipt of Applicant's updated version of draft protective provisions, respond as appropriate .	Bridge Petroleum Limited	6 (depending on early receipt of the updated version)	
26	Insertion of protective provision together with explanatory note for Harbour Energy Ltd.	Applicant and Harbour Energy Ltd	7	The Applicant will provide an update at Deadline 7.
27	Submission of s127/ s138 Case.	Applicant	7	The Applicant will provide any such case required at Deadline 7.
28	Provide a table/ schedule summarising all Side Agreements, (on the understanding that commercially confidential matters will not be included).	Applicant	6	These are provided in G6.18 Applicants Schedule of Side Agreements .
29	Liaise with NE regarding the documents that NE wished to be certified.	Applicant	6	Th Applicant shared a copy of the draft DCO with Natural England on 21 July and requested comments on Schedule

Action	Description	Action by	Deadline	Applicant's Comments/where has the action been answered
				15. Natural England confirmed via email that they are looking to the Applicant and regulators to demonstrate how it is appropriately secured and have no further comments on Schedule 15.
30	Review all of the documents under the Outline Code of Construction Plan to be certified and update accordingly.	Applicant	7	<p>The Applicant can confirm that Schedule 15 presents the outline documents submitted as part of the DCO application that are to be certified. Additional documents set out in the outline CoCP not listed in Schedule 15 comprise:</p> <ul style="list-style-type: none"> • Documents already appended to the outline CoCP, such as the Pollution Prevention Plan (that will continue to be appended to the detailed CoCP to discharge Requirement 17). These do not need to be added to Schedule 15 as the outline CoCP itself is a certified document; and • Documents that have not been submitted in outline form and as such do not have a document as part of the DCO to be certified. <p>The Applicant will undertake an audit of Schedule 15 for Deadline 7 to ensure all documents to be certified are captured in the draft DCO.</p>

Action	Description	Action by	Deadline	Applicant's Comments/where has the action been answered
31	Review document submitted by Applicant [AS-036] and respond with any concerns	Natural England	6	
32	Applicant to review the timescales for the Implementation Plans. NE to provide examples of windfarm DCOs that timescales apply to.	Applicant and Natural England	6	The Applicant has reviewed the drafting to secure compensatory measures in the Hornsea Three Offshore Wind Farm Order 2020, the Norfolk Boreas Offshore Wind Farm Order 2021, the Norfolk Vanguard Offshore Wind Farm Order 2022, the East Anglia One North Offshore Wind Farm Order 2022 and the East Anglia Two Offshore Wind Farm Order 2022, and in each considers the wording to be in line with that proposed for Hornsea Four. In each case the timetable for the preparation of the implementation plan is to be agreed with the relevant OOEG.
33	Provide an explanation as to how the without prejudice derogation funding agreement [APP-202] and the main funding statement [APP-224] would still cover the cost of the proposed compensation measures (both those included in the draft DCO and those that have been provided on a without prejudice basis) even though the measures now proposed would differ from those which were originally proposed.	Applicant	6	It is the Applicants intention to update the Without Prejudice Derogation Funding Statement (APP-202) (the Derogation Funding Statement) to reflect the refined compensation measures and submit it at Deadline 7. The Funding Statement (REP2-018) will also be updated for submission at Deadline 7 to reflect the increase in commodity prices. The amounts set out at Table 1 of the Derogation Funding Statement will not be updated as the figure of £29.5 million includes a 50% contingency. The costs associated with

Action	Description	Action by	Deadline	Applicant's Comments/where has the action been answered
				the delivery of the refined measures fall well within the 50% contingency. The refined measures will be captured in the supporting text with a key difference being the removal of Gannet (pending confirmation from Natural England).
34	Discuss with the MCA regarding separate licence for proposed nesting structures if progressed as compensation.	Applicant	6	The Applicant can confirm that these discussions are ongoing under the Statement of Common Ground process.
35	Review if an update to [APP-233] Consents Management Plan is needed.	Applicant	6	The Applicant has reviewed the Consents Management Plan (APP-233) and can confirm that no updates are required.
36	Liaise to produce final, signed Position Statements including any areas of disagreement if required.	Applicant and all IPs	7	The Applicant will provide this at Deadline 7.
37	Provide schedule of all Position Statements	Applicant	7	The Applicant will provide this at Deadline 7.